

Revised September 9, 2005

--Item 19 - ATTACHMENTS to Athletic Court Improvements.

--Item 25 - Schweiter Park Improvements

SEPTEMBER 13, 2005 AGENDA REPORTS

Agenda Item No. 9a

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0774

TO: Mayor and City Council Members

SUBJECT: Petitions for Street Paving, Sanitary Sewer, and Water Distribution System to serve Brentwood South Addition (east of Webb, north of Pawnee) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by one owner, representing 100% of the improvement districts.

Analysis: These projects will provide paving, sanitary sewer, and water service to a new residential development located east of Webb, north of Pawnee.

Financial Considerations: The Petitions total \$526,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions, and adopt the Resolutions.

132019

First Published in the Wichita Eagle on _____, 2005.

RESOLUTION NO. 05-

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION
AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-
90111 (EAST OF WEBB, NORTH OF PAWNEE) IN THE CITY OF WICHITA, KANSAS,
PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE
CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90111 (EAST OF
WEBB, NORTH OF PAWNEE) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY
MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water
Distribution System Number 448-90111 (east of Webb, north of Pawnee).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is
estimated to be Ninety-Seven Thousand Dollars (\$97,000) exclusive of the cost of interest on
borrowed money, with 100 percent payable by the improvement district. Said estimated cost as
above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May
1, 2005, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement
district, when ascertained, shall be assessed against the land lying within
the improvement district described as follows:

BRENTWOOD SOUTH ADDITION

Lots 29 and 30, Block 3

Lots 9 through 28, Block 6

Lots 1 through 12, Block 7

SECTION 4. That the method of apportioning all costs of said improvements
attributable to the improvement district to the owners of land liable for assessment therefore shall
be on a fractional basis.

Lots 29 and 30, Block 3, Lots 9 through 28, Block 6, and Lots 1 through 12, Block 7,
BRENTWOOD SOUTH ADDITION shall each pay 1/34 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the
assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot
basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against
those property owners eligible for such deferral available through the Special Assessment
Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on _____, 2005.

RESOLUTION NO. 05-

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION
AUTHORIZING CONSTRUCTION OF LATERAL 381, FOUR MILE CREEK SEWER
(EAST OF WEBB, NORTH OF PAWNEE) 468-84071, IN THE CITY OF WICHITA,
KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING
BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE
CONSTRUCTION OF LATERAL 381, FOUR MILE CREEK SEWER (EAST OF WEBB,
NORTH OF PAWNEE) 468-84071, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY
MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 381, Four Mile Creek Sewer (East of Webb, north of Pawnee) 468-84071.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Three Thousand Dollars (\$103,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2005, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BRENTWOOD SOUTH ADDITION

Lots 1 through 3 and 9 through 28, Block 6

Lots 1 through 3 and 5 through 11, Block 7

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

Lots 1 through 3 Block 6, Lots 9 through 28, Block 6, Lots 1 through 3, Block 7, and Lots 5 through 11, Block 7, BRENTWOOD SOUTH ADDITION shall each pay 1/33 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on _____, 2005.

RESOLUTION NO. 05-

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION
AUTHORIZING CONSTRUCTING PAVEMENT ON STAFFORD, FROM THE NORTH
LINE OF PAWNEE TO THE EAST PROPERTY LINE OF LOT 9, BLOCK 6;
STONEBROOK FROM THE NORTH LINE OF STAFFORD TO A POINT
APPROXIMATELY 100 FEET NORTH; STAFFORD CT., FROM THE NORTH LINE OF
STAFFORD TO AND INCLUDING THE CUL-DE-SAC (LOTS 1 THROUGH 7, Block 7);
STAFFORD CT., FROM THE EAST LINE OF STAFFORD TO AND INCLUDING THE
CUL-DE-SAC (LOTS 13 THROUGH 24, BLOCK 6) (EAST OF WEBB, NORTH OF
PAWNEE) 472-84270 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS
OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF
AUTHORIZING CONSTRUCTING PAVEMENT ON STAFFORD, FROM THE NORTH
LINE OF PAWNEE TO THE EAST PROPERTY LINE OF LOT 9, BLOCK 6;
STONEBROOK FROM THE NORTH LINE OF STAFFORD TO A POINT
APPROXIMATELY 100 FEET NORTH; STAFFORD CT., FROM THE NORTH LINE OF
STAFFORD TO AND INCLUDING THE CUL-DE-SAC (LOTS 1 THROUGH 7, Block 7);
STAFFORD CT., FROM THE EAST LINE OF STAFFORD TO AND INCLUDING THE
CUL-DE-SAC (LOTS 13 THROUGH 24, BLOCK 6) (EAST OF WEBB, NORTH OF

PAWNEE) 472-84270 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on Stafford, from the north line of Pawnee to the east property line of Lot 9, Block 6; Stoneybrook from the north line of Stafford to a point approximately 100 feet north; Stafford Ct., from the north line of Stafford to and including the cul-de-sac (Lots 1 through 7, Block 7); Stafford Ct., from the east line of Stafford to and including the cul-de-sac (Lots 13 through 24, Block 6) (east of Webb, north of Pawnee) 472-84270.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Three Hundred Twenty-Six Thousand Dollars (\$326,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2005 exclusive of the costs of temporary financing

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BRENTWOOD SOUTH ADDITION

Lots 29 and 30, Block 3

Lots 9 through 28, Block 6

Lots 1 through 12, Block 7

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

Lots 29 and 30, Block 3, Lots 9 through 28, Block 6, and Lots 1 through 12, Block 7, BRENTWOOD SOUTH ADDITION shall each pay 1/34 of the total cost of the improvements.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment of said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Agenda Item No. 9b

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No.

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer to serve Osbeck Addition (west of Tyler, south of Kellogg) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by three owners, representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer service for a new commercial development located west of Tyler, south of Kellogg.

Financial Considerations: The Petition totals \$70,577. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

132019

First Published in the Wichita Eagle on _____, 2005.

RESOLUTION NO. 05-

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 7, MAIN 8, SOUTHWEST INTERCEPTOR SEWER (WEST OF TYLER, SOUTH OF KELLOGG) 468-84062, IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 7, MAIN 8, SOUTHWEST INTERCEPTOR SEWER (WEST OF TYLER, SOUTH OF KELLOGG) 468-84062 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 7, Main 8, Southwest Interceptor Sewer (west of Tyler, south of Kellogg) 468-84062.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Sixty-Eight Thousand Dollars (\$68,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as

above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after June 1, 2005, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Two Thousand Five Hundred Seventy-Seven Dollars (\$2,577).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

OSBECK ADDITION

Lots 1 through 5, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, shall be on a fractional basis: Lots 1 through 5, Block A, OSBECK ADDITION shall each pay 1/5 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____-, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

Agenda Item No. 11

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0841

TO: Mayor and City Council

SUBJECT: Special Events

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the request for street closure.

Background: In accordance with the Special Events Procedure, event sponsors are to notify adjacent property owners and coordinate arrangements with Staff, subject to final approval by the City Council. Maps are attached.

Analysis: The following street closure requests have been submitted:

- Wichita Half Marathon – Sunday, September 18
- § Sim Park Drive from Stackman to Cowtown – 7:45-8:10 a.m.
 - § One lane of McLean from Seneca to Exploration Place – 8:00 to 10:45 a.m.

2005 Wagon Masters' Downtown Chili Cookoff – Saturday, September 24,
6:00 a.m.-5:00 p.m.

- § Douglas from just east of Emporia to the railroad overpass (just west of Santa Fe)
- § St. Francis from ½ block north of Douglas to William Street

2005 Wichita's Komen Race for the Cure – Saturday, September 24, 7:00-10:30 a.m.

§ Douglas at Post Oak to Douglas at Woodlawn

§ Armour at Whittier to Armour at Douglas

Police security is arranged to remove blockades as necessary to allow emergency vehicle access during entire designated time period

Financial Consideration: In as much as possible, event sponsors are responsible for all costs associated with special events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Event sponsors notifying every property and/or business adjoining any portion of the closed street; (2) Coordination of event arrangements with City Staff; (3) Hiring off-duty public safety officers as required by the Police Department; (4) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (5) Submitting a Certificate of Insurance evidencing general liability insurance which covers the event and its related activities, including the naming of the City as an additional insured with respect to the event's use of the closed City streets.

Agenda Item No. 12a

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0776

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Woodland Lakes Estates 4th Addition (south of Lincoln, west of 127th Street East) (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowners, International Trading, Inc.; Moeder Homes, LLC; Don Mertens Custom Homes, Inc.; Alexis Phongsavath & Sam Duangtavanh; Vy Nguyen; Darryl Fields; and Jenna Flynt, have submitted an Agreement to respread special assessments within Woodland Lakes Estates 4th Addition.

Analysis: The land was originally included in an improvement district for a storm water sewer project and a street improvement project. The purpose of the Agreement is to respread special

assessments on a fractional basis for each lot, therefore, distributing the cost of the improvements more fairly. Without the Agreement, the assessments will remain spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Agenda Item No. 12b

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0777

TO: Mayor and City Council

SUBJECT: Planeview Community Library Memorandum of Agreement –
District III

INITIATED BY: Library

AGENDA: Consent

Recommendation: Approve the agreement renewal and authorize the designated signatures.

Background: Since the summer of 2003, public library service for the Planeview neighborhood has been delivered through a partnership between Colvin Elementary School and the Wichita Public Library. A memorandum of agreement establishes the framework for shared decision-making concerning the design and delivery of library service. The original agreement was for a twelve-month period with a requirement that the document be reviewed on an annual basis. Staff from the school district and the public library have completed the review process and have reached consensus on a revised agreement to guide operation for the 2005-2006 year.

Analysis: The first year of operation under the agreement resulted in more efficient delivery of library service to the customers of this facility. Through the first seven months of 2005, a total of 2,492 items were loaned to public customers of the library. Approximately 60% of the use is by adults with the remaining 40% by children. The Library Board has reviewed the agreement and recommends approval.

Financial Considerations: The agreement assumes continuation of the City's materials budget for the Planeview Library at \$5000 per year. More than 10,000 city-owned items remain in the shared library collection. Assistance with special programs has been incorporated into the public library's youth outreach service schedule. Costs to transport public library materials to and from

the library are incorporated into the Library's branch delivery route. All other operational expenses are the responsibility of the school district. The agreement has been reviewed and approved by the Budget Office.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council endorse the City's participation in the partnership for an additional year and authorize the Mayor to sign the memorandum of agreement.

Memorandum of Agreement

For delivery of library service from the Colvin School Library

Revised August 2005

This Memorandum of Agreement provides guidelines for operation of the Colvin Elementary School library, open to the community by the Wichita Public Schools in partnership with the City of Wichita through the Wichita Public Library and to be known as the Planeview Community Library.

HOURS OF OPERATION. The hours of operation of the Planeview Community Library will be 10:00 a.m. to 5:30 p.m., Monday through Friday, with the exception of the following school holidays: Dr. Martin Luther King Day, Spring Recess, Memorial Day, Independence Day, Labor Day, Veteran's Day, Fall Recess and Winter Recess. Additional closings may be authorized by the Colvin school principal with at least one week's notice given to the Public Library to allow for sufficient notification to the community.

OPERATIONAL EXPENSES. Wichita Public Schools will be responsible for the following operational expenses of the Planeview Community Library: staffing, utilities including telecommunications expenses and support, maintenance and support of the integrated library automation system, custodial services, operation and maintenance of plant facilities, liability and hazard insurance. Wichita Public Schools also will be responsible for the purchase and maintenance of a library materials collection sufficient to meet the educational and curriculum needs of the Colvin students and staff.

The City of Wichita on behalf of the Wichita Public Library will be responsible for the purchase and maintenance of a collection of adult, young adult and children's materials to allow for expanded service to the Planeview community and will provide print materials to support summer reading programs.

PROMOTION. Wichita Public Schools will maintain a direct telephone line (973-7609) which will be the published public number for the Planeview Community Library. The Wichita Public Library will include the Planeview Community Library in all listings of its library facilities. Colvin Elementary School will regularly distribute information about the Planeview Community Library and its services to students, parents and other members of the Colvin/Planeview community. All media releases concerning programs, services or activities of the Planeview

Community Library will be jointly prepared and distributed by Wichita Public Schools and the City of Wichita.

COLLECTION DEVELOPMENT. Selection and acquisition of new materials for the Planeview Community Library collection will be accomplished through a joint collaboration of staff led by the Wichita Public Schools' Library Media Services Designee and the Public Library's Collection Development Coordinator. The collection development team will meet at least semi-annually to prepare and/or revise the community library materials budget, the collaborative collection development plan and priorities for purchasing for the upcoming year. March meetings will be scheduled by the Wichita Public Schools' Library Media Services Designee. October meetings will be scheduled by the Wichita Public Library's Coordinator of Collection Development. The materials budget will include fund-raising goals to supplement funding provided by the Wichita Public Schools and the City of Wichita.

An Advisory Committee led by the Wichita Public Schools' Library Media Services Designee will meet in February and September of each year to provide recommendations for collection changes. Committee members will include school district and City staff along with a culturally diverse group of community representatives. In addition to the Library Media Services Designee, school district representatives on the committee will include the Colvin Elementary School Principal and Librarian and the Jardine Middle School Librarian. City staff serving on the committee will include the Director of Libraries, the Wichita Public Library's Coordinator of Collection Development, and the District 3 Neighborhood Assistant or her designee. Community representatives on the committee will include a member of the Colvin Site Council to be appointed by the School Principal, the Library Board President or his/her designee, and the President of the Planeview Neighborhood Association or his/her designee.

The Wichita Public Library will be responsible for providing materials collections for young adults and adults, and will supplement materials collections for children. The collection size and scope of materials assigned to the Planeview Community Library will be determined by available space, feedback from the Advisory Committee and use statistics. Final decisions about city-owned materials assigned to the Planeview Community Library will fall within the requirements of the Wichita Public Library Collection Development Policy and will be the responsibility of the Wichita Public Library Coordinator of Collection Development. Attachment A to this agreement outlines the collection development plan for the city-owned materials.

All new Wichita Public Library acquisitions to be added to the Planeview Community Library collection will be sent through the Wichita Public Schools Library Media Services Department for addition to SIRSI prior to being made available to Planeview customers.

The Wichita Public Schools will be responsible for providing materials collections for elementary school students and staff. The collection size and scope of materials will be determined by available space, feedback from the Advisory Committee and use statistics. Final decisions about school-owned materials assigned to the Planeview Community Library will fall within the requirements of the Wichita Public Schools' Policies and will be the responsibility of the Colvin School Librarian. Attachment B to this agreement outlines the collection development plan for school-owned materials.

ACQUISITIONS BUDGETS. The Wichita Public Schools' Colvin Elementary School and the City of Wichita on behalf of the Wichita Public Library will provide base budgets for the purpose of purchasing and maintaining the Planeview Community Library materials collection. Base budgets will be supplemented through fund-raising and the submission of grants.

Using the mutually agreed upon collection development plan as its guide, the Wichita Public Schools will be solely responsible for the purchase of materials made through the Colvin Elementary library materials budget and community donations to the school's library gift fund.

Using the mutually agreed upon collection development plan as its guide, the City of Wichita through the Wichita Public Library will be solely responsible for the purchase of materials made through the Library's Planeview materials budget and community donations made to the public library for use at Planeview.

As appropriate, the Planeview Community Library collection development team will work with Wichita Public Schools and Wichita Public Library Foundation grant-writing staff to identify and solicit private sector funding for enhancement of the Planeview Library materials collection. Each grant will include a specific collection program, a time frame for purchases, and a designation about the entity responsible for grant administration. To ensure coordination of effort, neither the Wichita Public Schools corporately or on behalf of Colvin Elementary School nor the City of Wichita corporately or on behalf of the Wichita Public Library will solicit grant funding or donations for the Planeview Community Library without notifying the members of the collection development team and the grant-writing offices of the respective entities.

COLLECTION MANAGEMENT. Wichita Public Schools will be responsible for the following tasks:

- Use of the SIRSI system for circulation and inventory control
- The addition of all Planeview Community Library materials, including those owned by the City of Wichita, to the SIRSI system
- Delivery of new city-owned Planeview Community Library materials from Library Media Services to Colvin Elementary School
- Customer access to the SIRSI catalog
- Inventory control, mending and discarding of library materials owned by the school district
- An arrangement of furniture, equipment and shelving within the Planeview Community Library space that ensures ADA compliance and ease of customer access to materials during all hours of library operation
- Generation of Planeview Community Library use statistics to be submitted to the Wichita Public Library's Coordinator of Support Services from the SIRSI system on no less than a monthly basis.

The Wichita Public Library will be responsible for the following tasks:

- Maintenance of a Dynix agency account for the Planeview Community Library
- The addition of all city-owned items assigned to the Planeview Community Library to the Dynix system

- Delivery of new city-owned Planeview Community Library materials from the Wichita Public Library Central Branch to the Wichita Public Schools Library Media Services Department where they will be processed and added into the Colvin SIRSI inventory
- Maintenance of a web-based Dynix catalog for information about Wichita Public Library holdings
- Inventory control, mending and discarding of all library materials owned by the City of Wichita
- Inclusion of the Planeview Community Library on the delivery route of the branch library courier
- Coordination with City IT/IS staff to provide an ADA compliant computer workstation within the Colvin Neighborhood City Hall

FEES AND FINES. Colvin school staff will be responsible for establishing the schedule of fees and fines for Planeview Community Library services. Colvin students will not be charged fines for overdue materials borrowed from the Library. Fees will be charged for overdue, lost and damaged materials loaned from the Planeview Community Library to community customers. Fees for lost and damaged materials owned by the Wichita Public Library will become revenue of the City of Wichita. Fees for lost and damaged materials owned by the Wichita Public Schools will be placed in the Colvin Library Gift Fund and will be used to purchase new or replacement library resources.

OPERATIONAL POLICIES AND PROCEDURES. Policies and procedures for use of the Planeview Community Library will be developed and implemented by Colvin school staff. As requested, Public Library staff will share information about their operational policies and will assist with training school staff in the implementation of these policies and procedures as appropriate.

All circulation activities of the Planeview Community Library will be transacted through the Wichita Public Schools' SIRSI system. Wichita Public Library borrower's accounts will not be used in this location. Wichita Public Library customers may establish supplemental borrowing privileges for the Planeview Community Library. Outstanding issues with Wichita Public Library customer accounts will prevent the creation or use of borrowing privileges from the Planeview Community Library. Similarly, outstanding issues with Planeview Community Library customer accounts will prevent the creation or use of borrowing privileges from the Wichita Public Library.

Planeview Community Library customers wishing to use Wichita Public Library materials not available in the Planeview collection but available from other Wichita Public Library locations may do so by placing reserve requests through the Dynix catalog or by making interlibrary loan requests through the Colvin library staff. Items will be processed by the Wichita Public Library as "interlibrary loans" made to the Planeview Community Library. Reserve/transfer fees will not be charged but all other interlibrary loan protocols and policies will apply.

Items loaned from the Planeview Community Library may be returned to any Wichita Public Library location but will not be removed from customer accounts until the items are received at Colvin. Items loaned from the Wichita Public Library may be returned to the Planeview

Community Library but will not be removed from customer accounts until the items are received at a Wichita Public Library facility. Late fees will be based upon the date on which items returned by customers as documented by library staff rather than the date on which items will be removed from customer accounts.

The Planeview Community Library will participate in programming such as the Wichita Public Library Summer Reading Club and Teen Read programs and other special programs and events when available.

Public access computer workstations may be added to the service mix of the Planeview Community Library if suitable hardware can be obtained from grants or gifts. If received, workstations will become the property of the Wichita Public Schools. Workstations will be added to the school telecommunications network, will be supported and maintained by Wichita Public Schools staff and will be subject to rules of use established by the Colvin principal and staff.

Regularly scheduled quarterly meetings of school district and public library staff will be used as a method to ensure ongoing communication and delivery of effective and efficient service from the Planeview Community Library. The Colvin School Principal will schedule and facilitate these meetings. In addition to the Principal, the Colvin School Librarian and the Wichita Public Library's Coordinator of Customer Services and Coordinator of Collection Development will comprise this problem-solving group. The Wichita Public Schools' Library Media Services Designee and the Wichita Public Library's Director of Libraries will participate in meetings on an as-needed basis.

TERM OF AGREEMENT. This Memorandum of Agreement shall renew each October 1 unless the Wichita Public Schools or the City of Wichita provides the other party written notice not later than sixty days prior to an upcoming October 1 that the Agreement will not be renewed. In addition, either party may terminate this Memorandum of Agreement at any time upon an event of default by the other party. An event of default occurs when either party is in violation of a term of the Memorandum of Agreement and the other party provides written notice of violation and the violation is not corrected within sixty (60) days of receipt of the notice. Upon a party's failure to correct a violation, the Agreement can be terminated by the non-violating party providing fifteen days advance written notice of termination to the violating party.

Upon termination of this Agreement, the City of Wichita will remove books and other property from the Colvin School Library that were purchased with City funds. All other real and personal property that is part of the Colvin School Library will be retained by the Wichita Public Schools upon termination. Upon termination, the Colvin School Library will no longer operate as or be a part of the Wichita Public Library System.

AMENDMENTS. The parties agree that no changes, additions or modifications to this agreement may be made except by written addendum signed by all parties. Terms of this agreement, including a program budget, shall be reviewed on an annual basis and approved by the Wichita Public Schools Board of Education and the Wichita City Council. A designee of the Wichita Public Schools' Library Media Services Department will schedule this meeting.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Agreement to be effective as of the date of its signing:

Carlos Mayans, Mayor

Winston Brooks, Superintendent of Schools

Tim Moore, President,
Library Board of Directors

Connie Dietz, President
USD 259 Board of Education

Attest:

Karen Sublett, City Clerk

Mike Willome, Clerk of the Board

Approved as to Form:

Gary Rebenstorf, Director of Law
Attachment A:

Wichita Public Library Collection Development Plan for the Planeview Community Library

The City of Wichita's collections at the Planeview Community Library will include the juvenile fiction, non-fiction and picture books formerly assigned to the Planeview Branch Library, approximately 2000 print items for young adults and adults, and 200-300 non-print materials. No items will be included in the Planeview collection which are not also available in at least one other Wichita Public Library location.

Young adult and adult print materials will be shelved on four mobile units arranged in an "L" around a sitting area with chairs, tables and a magazine rack placed just inside the library entrance. Non-print materials will be kept in a locked case behind the customer service desk to be accessed only by library staff.

The print collections will emphasize life-skill and self-help materials for the Planeview community with a small popular materials component. Reference, educational, self-help, self-improvement and other topics of general interest will be represented. Paperback editions will be purchased when currency, availability and popularity is a factor.

Non-print spoken materials will be language instructional materials only.

The video and DVD collection will include a mixture of popular and educational titles.

The fiction collection will be a small (100) collection of popular titles which will change frequently to follow bestsellers. Some paperbacks will be a part of this collection. Up to 1/3 of the fiction collection will be comprised of titles appropriate for young adults.

The non-fiction collection will be primarily available for checkout, although a small reference collection (50-60 titles) will be provided. Non-fiction selections appropriate for middle school

homework support will be included. Areas of emphasis for the non-fiction collection will be as follows:

000s – computer manuals, circulating copy of Guinness world records

100s – self-help

200s – book of saints, bibles and other religious texts

300s – education, law, personal finance and social issues

400s – language support

500s – math, field guides

600s – parenting, health, home repair and improvement, job issues (resume preparation, interviewing skills, etc.)

700s – basic music, drawing, beginning crafts

800s – writing how-tos, poetry anthology

900s – baby names, atlas, Kansas geography and history, US travel guides

Attachment B:

Colvin Elementary School Collection Development Plan for the Planeview Community Library

Each year Colvin Elementary will purchase children's library books for William Allen White (Grades 3-5) and Battle of the Books.

In addition to these annually purchased books, new titles in both easy and fiction, as well as replacement copies for lost and damaged materials will be bought. Non-fiction books will be purchased as needed to keep the collection current. Materials needed to support curriculum initiatives will be purchased.

Books and materials will reflect the community and support literacy for families.

Agenda Item No. 12c

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0778

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Trinity Point Addition (north of 47th Street South, east of Hoover) (District IV)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowners, Trinity Point, LLC and Alice W. Wall Revocable Trust, platted Trinity Point Addition and have submitted an Agreement to respread special assessments within the Addition.

Analysis: The land was originally included in an improvement district for sanitary sewer main and pump station improvements. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Agenda Item No. 12d

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0779

TO: Mayor and City Council

SUBJECT: Collateral Agreement with The Valley Federal State Bank and Hillcrest Bank

INITIATED BY: Department of Finance

AGENDA: Consent Agenda

Recommendation: Approve the collateral agreements.

Background: State statutes require financial institutions that receive City deposits in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limit to collateralize the deposit. Sound management practice dictates the collateral be placed in a third party financial institution where the depository cannot gain control of the securities. The City's investment policy requires a collateral agreement to be put in place to govern the handling of the securities and define the terms and conditions for replacing and changing title to the securities.

Analysis: The Valley State Bank and Hillcrest Bank currently hold City of Wichita deposits. The City investment policy requires a renewal of collateral agreements every three years. The new collateral agreement has been updated with minor changes. Both Valley State Bank and

Hillcrest Bank have agreed to these changes. The new agreement must be in place prior to placing additional City of Wichita deposits.

Financial Considerations: Time and demand deposits with local financial institutions are a viable investment for City idle funds. All financial institutions are required to offer rates of return competitive with other investments of similar maturities.

Legal Considerations: The Law Department has reviewed the collateral agreement and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the collateral agreement and authorize the Mayor to sign.

Agenda Item No. 12e

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0780

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the water distribution system and paving improvements in Auburn Hills 15th Addition on March 1, 2005. On April 19, 2005 the City approved an Agreement with Baughman Company, P.A. to design the improvements. The Design Agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and Baughman provides for construction engineering and staking for the improvements. Due to the current workload created by previous projects, City crews are not available to perform the construction engineering and staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$12,100 and will be paid by special assessments.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 19, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated April 19, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in AUBURN HILLS 15TH ADDITION (west of 135th Street West, north of Kellogg).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING

(as per the City of Wichita Standard Construction Engineering Practices)

WATER DISTRIBUTION SYSTEM NUMBER 448 90035 serving Lots 13 through 36, Block B; Lots 3 through 9, Block C, Auburn Hills 15th Addition (west of 135th Street West, north of Kellogg) (Project No. 448 90035).

MONTEREY from the west line of Lot 37, Block B, north to the south line of Lot 19, Block B, OCALA from the south line of Lot 19, Block B, north to the west line of Lot 12, Block B, OCALA COURT from the west line of Monterey and that sidewalk be constructed along one side of Monterey and Ocala (west of 135th Street West, north of Kellogg) (Project No. 472 84145).

As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

Project No. 448 90035	\$ 4,200.00
Project No. 472 84145	\$ 7,900.00
TOTAL	\$12,100.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

Agenda Item No. 12f

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0781

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Hydraulic from MacArthur to the City
Limits (Districts III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The 2002-2011 Capital Improvement Program adopted by the City Council included a project to improve Hydraulic from MacArthur to 57th St. South. On December 7, 1999, the City entered into an Agreement with Baughman Company, P.A. to design street and drainage improvements to Hydraulic from MacArthur to the City limits. Sedgwick County's Capital Improvement Program has included a project to improve Hydraulic, between 63rd St. South and 57th St. South. The adjoining area has been annexed into the City of Wichita. As a result, it is desirable that the City administers the project. The County has acquired needed right-of-way, paid design expenses and will contribute \$500,000 to pay part of the construction cost.

Analysis: On November 24, 1999, the Country entered into an Agreement with Baughman to design Hydraulic from 57th to 63rd Street South. The City would pay any additional design costs over the original contract amount between the County and Baughman. Baughman has been asked by the City to include the 63rd Street intersection, new pavement north of the bridge and convert the plans from County to City. The proposed Supplemental Agreement is attached.

Financial Considerations: Payment will be on a lump sum basis of \$31,680 and will be paid by General Obligation Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement, and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 7, 1999

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 7, 1999) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of HYDRAULIC FROM MACARTHUR TO THE CITY LIMITS.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Hydraulic from 63rd to 57th Street
(complete plans initiated with Sedgwick County)
(Project No. 472 84118/ OCA No. 706922)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$31,680.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

(Name and Title)

ATTEST:

Agenda Item No. 12g

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0782

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in
Avalon Park Addition (north of 37th Street North, east of Tyler) (District
V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the paving improvements in Avalon Park Addition on September 9, 2003. On May 24, 2005 the City approved an Agreement with Professional

Engineering Consultants, P.A. (PEC) to design the improvements. The Design Agreement with PEC requires PEC to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and PEC provides for construction engineering and staking for the improvements. Due to the current workload created by previous projects, City crews are not available to perform the construction engineering and staking for this project.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$28,000 and will be paid by special assessments.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 24, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 24, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in AVALON PARK ADDITION (north of 37th Street North, east of Tyler).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING
(as per the City of Wichita Standard Construction Engineering Practices)

PALMETTO CIRCLE from the west line of Lake Ridge and including the cul-de-sac (north of 37th Street North, east of Tyler) (Project No. 472 83837).

PALMETTO from the south line of Lot 27, Block 4, to the north line of Lot 6, Block 3, and **HAVENHURST** from the east line of Palmetto to the east line of Lot 1, Block 3. **SIDEWALK** to be installed along the east line of Palmetto (north of 37th Street North, east of Tyler) (Project No. 472 83838).

PALMETTO from the east line of Lake Ridge to the north line of Lot 3, Block 3. **SIDEWALK** to be installed along the west line of Cranbrook (north of 37th Street North, east of Tyler) (Project No. 472 83839).

As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

472 83837	\$ 5,000.00
472 83838	\$ 9,500.00
472 83839	\$13,500.00
TOTAL	\$28,000.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

(Name & Title)

ATTEST:

Agenda Item No. 12h

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0783

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for 13th Street North from 135th to 119th Street West (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The 2004 Capital Improvement Program includes funding for improving 13th Street North from 135th to 119th Street West. The Staff Screening & Selection Committee selected Schwab-Eaton, P.A. for the design on April 1 & 2, 2004. On May 4, 2004, the City entered into an Agreement with Schwab-Eaton for designing 13th Street North from 135th to 119th Street West for a fee of \$117,800.

Analysis: The Water Department has asked Schwab-Eaton for a separate set of plans detailing both relocation of existing and construction of new water lines in the area of 135th Street West and 13th. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to Schwab-Eaton will be on a lump sum basis of \$9,500, and will be paid by Operating Revenues.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

SCHWAB-EATON, P.A

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the 13TH STREET NORTH, 135TH TO 119TH STREET WEST (Project No. 472 84010).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Additional design work and preparation of a separate set of plans detailing both relocation of existing, and construction of new waterlines in the area of 135th Street West and 13th Street North.
(Project No. 448 90100, OCA No. 635665)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$9,500.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within 30 days;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

SCHWAB-EATON, P.A

(Name and Title)

ATTEST:

Agenda Item No. 13a

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0784

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for The Fairmont Addition (north of 21st, west of 127th Street West) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and paving improvements in The Fairmont Addition on August 9, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water, sanitary sewer and paving in The Fairmont Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$41,000, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

THE FAIRMONT ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 89661 serving Lots 6 through 17, Block B; Lots 1 through 7, Block C; Lots 1 through 17, Block D; Lots 12 and 13, Block G, The Fairmont Addition (north of 21st, west of 127th Street West) (Project No. 448 89661).

LATERAL 3, MAIN 11, FOUR MILE CREEK SEWER serving Lots 1 through 17, Block B; Lots 1 through 7, Block C; Lots 1 through 17, Block D; Lots 1 through 3, Block G; Lots 12 through 14, Block G, The Fairmont Addition (north of 21st, west of 127th Street West) (Project No. 468 83402).

MAINS_GATE from the south line of Lot 7, Block C, north and east to the west line of Eagle; WAWONA from the north line of Mainsgate, north to the north line of the plat; EAGLE from the north line of Lot 11, Block G, north to the south line of Mainsgate; MAINS_GATE COURT from the north line of Mainsgate, north to and including the cul-de-sac and that sidewalk be constructed along one side of Mainsgate, Wawona, and Eagle (north of 21st, west of 127th Street West) (Project No. 472 83485).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in The Fairmont Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89661	\$ 6,800.00
Project No. 468 83402	\$13,400.00
Project No. 472 83485	\$20,800.00
TOTAL	\$41,000.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional

compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBIT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by October 31, 2005.
(Project No. 448 89661).

- b. Plan Development for the sewer improvements by October 31, 2005.
(Project No. 468 83402).
- c. Plan Development for the paving improvements by November 14, 2005.
(Project No. 472 83485).

Agenda Item No. 13b

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0785

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Krug North, Krug North 2nd and Hawthorne 3rd Additions (north of 21st, west of 143rd Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer, storm water drainage and paving improvements in Krug North, Krug North 2nd and Hawthorne 3rd Additions on April 13, 2004.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water, sanitary sewer, storm water drainage and paving in Krug North, Krug North 2nd and Hawthorne 3rd Additions. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$76,400, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

KRUG NORTH, KRUG NORTH 2ND AND HAWTHORNE 3RD ADDITIONS

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NUMBER 448 89935 serving Lots 17 through 24, Block A; Lots 1 through 3, Block C; Lots 14 through 16, Block C, Krug North; Lots 30 through 47, Block A; Lots 1 through 8, Block B; Lots 1 through 13, Block C, Krug North 2nd Addition (north of 21st, west of 143rd Street East) (Project No. 448 89935).

LATERAL 366, FOUR MILE CREEK SEWER serving Lots 19 through 24, Block A, Krug North Addition; Lots 10 and 11, Block A; Lots 30 through 47, Block A; Lots 1 through 4, Block B; Lots 4 through 25, Block C, Krug North 2nd Addition; Lots 48 and 49, Block 1, Hawthorne 3rd Addition (north of 21st, west of 143rd Street East) (Project No. 468 83789).

STORM WATER DRAIN NO. 228 serving Lots 1 through 28, Block A; Lots 34 through 37, Block A; Lots 1 through 7, Block C; Lots 14 through 25, Block C; Lots 28 through 48, Block C; Lots 1 through 18, Block D; Lots 1 through 20, Block E, Krug North 2nd Addition (north of 21st, west of 143rd Street East) (Project No. 468 83793).

CASTLE ROCK from the south line of Lot 3, Block C, Krug North Addition north to the south line of Lot 14, Block C, Krug North 2nd Addition; BURNING TREE from the north line of Lot 16, Block A, Krug North Addition to Castle Rock; AYESBURY and CAMDEN CHASE COURT including the cul-de-sac; CAMDEN CHASE from the west line of the plat to Ayesbury; AYESBURY CIRCLE from the east line of Castle Rock to and including the cul-de-sac and that

sidewalk be constructed along one side of Castle Rock, Burning Tree, Camden Chase, and Ayesbury (north of 21st, west of 143rd Street East) (Project No. 472 83974).
NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Krug North, Krug North 2nd and Hawthorne 3rd Additions and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability

Policy shall be procured and maintained. This policy shall include an “all state” endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman’s Compensation Law. The liability limit shall be not less than:

Workman’s Compensation – Statutory
Employer’s Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER’S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY’S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER’S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89935	\$ 7,900.00
Project No. 468 83789	\$16,800.00
Project No. 468 83793	\$22,900.00
Project No. 472 83974	\$28,800.00
TOTAL	\$76,400.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

"EXHIBIT "A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the

format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts

will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by September 25, 2005.
(Project No. 448 89935).

b. Plan Development for the sewer improvements by September 18, 2005.
(Project No. 468 83789).

c. Plan Development for the storm water improvements by September 25, 2005.
(Project No. 468 83793).

d. Plan Development for the paving improvements by October 23, 2005.
(Project No. 472 83974).

Agenda Item No. 13c

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0786

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Woodland Heights 2nd Addition
(north of 2nd, east of Ridge) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system and sanitary sewer improvements in Woodland Heights 2nd Addition on March 22, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water and sanitary sewer in Woodland Heights 2nd Addition. Per Administrative Regulation 7a, staff recommends that

Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$10,500, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

WOODLAND HEIGHTS 2ND ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90059 serving the north 210.00 feet of Lot 1, Woodland Heights 2nd Addition (PARCEL 'A'); Lot 1, Woodland Heights 2nd Addition, except the north 210.000 feet (PARCEL 'B') (north of 2nd, east of Ridge) (Project No. 448 90059).

LATERAL 507, SOUTHWEST INTERCEPTOR SEWER serving the north 210.00 feet of Lot 1, Woodland Heights 2nd Addition (Parcel 'A'); Lot 1, Woodland Heights 2nd Addition, except the north 210.000 feet (Parcel 'B') (north of 2nd, east of Ridge) (Project No. 468 83972).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Woodland Heights 2nd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$1,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the

person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90059	\$ 6,600.00
Project No. 468 83972	\$ 3,900.00
TOTAL	\$10,500.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY,

provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

George R. Kolb, City Manager

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBIT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 78, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 ½”), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing

files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by October 16, 2005.
(Project No. 448 90059).

b. Plan Development for the sanitary sewer improvements by October 16, 2005.
(Project No. 468 83972).

Agenda Item No. 13d

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0787

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Killarney Plaza East Addition (north of 29th Street North, west of Rock) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and paving improvements in Killarney Plaza East Addition on May 17, 2005.

Analysis: The proposed Agreement between the City and Certified Engineering Design, P.A. provides for the design of bond financed improvements consisting of water, sanitary sewer and paving in Killarney Plaza East Addition. Per Administrative Regulation 7a, staff recommends that Certified Engineering be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Certified Engineering will be on a lump sum basis of \$17,071, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

CERTIFIED ENGINEERING DESIGN, P.A.

for

KILLARNEY PLAZA EAST ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and CERTIFIED ENGINEERING DESIGN, P.A., party of the second part, hereinafter called the "ENGINEER". WITNESSETH: That WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90077 serving Lots 1 through 13, Block A, Killarney Plaza East Addition (north of 29th Street North, west of Rock) (Project No. 448 90077).

LATERAL 69, MAIN 9, SANITARY SEWER NO. 23 serving Lots 1 through 13, Block A, Killarney Plaza East Addition (north of 29th Street North, west of Rock) (Project No. 468 84018).

GOVERNOUR CIRCLE to serve Killarney Plaza East Addition (north of 29th Street North, west of Rock) (Project No. 472 84225).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Killarney Plaza East Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90077	\$ 2,618.00
Project No. 468 84018	\$ 3,298.00
Project No. 472 84225	\$11,155.00
TOTAL	\$17,071.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

IV. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

CERTIFIED ENGINEERING DESIGN, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.

4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
6. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by August 31, 2005.
(Project No. 448 90077).
 - b. Plan Development for the sewer improvements by August 31, 2005.
(Project No. 468 84018).
 - c. Plan Development for the paving improvements by August 31, 2005.
(Project No. 472 84225).

Agenda Item No. 13e

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0788

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Gypsum Creek - Pawnee to
Woodlawn Flood Control and Stream Restoration (District 1II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The Capital Improvement Program includes funding for improving the natural channel of Gypsum Creek between Pawnee and Woodlawn by constructing a 20 ft. wide gabion lined low flow channel with grassed overbank area. Constructing this project would lower flood elevations in this area by 3 to 5 feet.

Analysis: The proposed Agreement between the City and HNTB Corporation provides for the preliminary concept design of channel improvements on Gypsum Creek from Pawnee to Woodlawn. The Staff Screening and Selection Committee selected HNTB for the preliminary concept design on April 18, 2005.

Financial Considerations: Payment to HNTB will on a lump sum basis of \$108,655, and will be paid by General Obligation Revenue Bonds.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

HNTB CORPORATION

for

GYPSUM CREEK – PAWNEE TO WOODLAWN
FLOOD CONTROL AND STREAM RESTORATION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the “CITY” and HNTB CORPORATION, party of the second part, hereinafter called the “ENGINEER”.

WITNESSETH: That

WHEREAS, the CITY intends to construct;

GYPSUM CREEK – PAWNEE TO WOODLAWN
FLOOD CONTROL AND STREAM RESTORATION
(OCA #660797)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing channel improvements on the Main Branch Gypsum Creek, from approximately East Kincaid Street to Windsor Street and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all judgments, damages and losses for injuries to persons or property arising from or caused by negligent errors, omissions or acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY’S Affirmative Action Program as set forth in Exhibit “B” which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient

payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$100,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum payment of \$108,655.00 (Preliminary/Concept).

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.

Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

- 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
- 2. Additional design services not covered by the scope of this agreement.
- 3. Construction staking, material testing, inspection and administration related to the PROJECT.

- 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

IV. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

HNTB CORPORATION

(Name & Title)

ATTEST:

Agenda Item No. 14a

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0789

TO: Mayor and City Council Members

SUBJECT: Change Order: Central Corridor Railroad Improvement (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On March 8, 2005, the City Council approved a construction contract with Dondlinger & Sons, Inc. to construct Central Corridor Railroad Improvements. When excavating in the area near 16th Street, an old brick arch storm water sewer was discovered. The storm sewer has partially collapsed and should be replaced to provide a stable base for carrying railroad traffic and to drain the area west of Santa Fe to the I-135 drainage canal.

Analysis: A Change Order has been prepared for the work necessary to replace the storm water sewer. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$163,215, with the total paid by a combination of City-at-Large funds, Federal grants administered by the Kansas Department of Transportation and railroad funds. The original contract is \$57,444,085. This Change Order represents .028% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within 25% of the construction contract cost limit set by the City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

November 2, 2004

PUBLIC WORKS-ENGINEERING CHANGE ORDER

To: Cornejo & Sons, Inc. Project: Rock Rd. from 21st N. to 29th N.

Change Order No.: 4 Project No.: 87N-0197-01 / 472-83889

Purchase Order No.: 400706 OCA No.: 706874

CHARGE TO OCA No.: 706874 PPN: 204340

Please perform the following extra work at a cost not to exceed \$71,967.92

Over-Run:

19 - Retaining Wall 7.47 m @ \$151.00 / m = \$1,127.97

Add:

Fescue Sod 9,000 sm @ \$2.9265 / sm = \$26,338.50

4" Conc. median surfacing (Northpark Apts.) 1 LS @ \$153.00 = \$153.00

Irrigation repairs for new sidewalk 1 LS @ \$23,897.50 = \$23,897.50

4" Irrigation sleeve in median at 11+480 1 LS @ \$1,380.00 = \$1,380.00

Top Soil for Medians 455 CM @ \$32.00 = \$14,560.00

Thermal Crack Repair 106.14 sm @ \$42.50 = \$4,510.95

21 Calendar Days related to utility conflicts (Revised Completion Date of November 30, 2004)

28 Working Days beyond November 30, 2004 for completion of sidewalk and site restoration work.

TOTAL \$71,967.92

Recommended By: Approved:

Larry Schaller, P.E. Date Jim Armour, P.E. Date
Construction Engineer Acting City Engineer

Approved: Approved:

Contractor Date Chris Carrier, P.E. Date
Acting Director of Public Works

Approved as to Form: By Order of the City Council:

Gary Rebenstorf Date Carlos Mayans Date
Director of Law Mayor

Approved:

Attest: _____

KDOT Metro Engineer Date City Clerk

Agenda Item No. 14b

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0790

TO: Mayor and City Council Members

SUBJECT: Interactive Water Features at Fairmount and Osage Parks
(Districts I & IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On December 16, 2003, the City Council approved the installation of Interactive Water Features at Fairmount and Osage Parks.

On July 20, 2004 City Council approved the design-build team of Key Construction and Spangenburg Phillips for the project.

Analysis: Throughout the design process special attention was given to get the most out of the water features in the park both in quality and size. The project budget of \$400,000 for each park, \$800,000 total, was allotted for water features and construction of the parks. It was determined late in the design phase that the cost of the water features proposed for the project was going to be more than anticipated in the original project design.

Rather than take away from the water feature's size and number of play features, Park and Recreation recommended the use of funds from remaining 2004 CIP funds approved for Park improvement to pay for the extra expense of the amenities at each park. This solution allowed the City of Wichita to keep the fun value of the park at a high level, as well as provide the shade structures, benches and trash receptacles.

The Change Order includes the construction of three (3) shade structures, thirteen (13) benches and four (4) trash receptacles at \$35,000, or 4.4% of the original contract.

Financial Considerations: Funding for the Change Order is from the 2004 Park Improvement CIP (OCA #785042).

Legal Considerations: The Law Department has approved the Change Order as to form.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

September 7, 2005
PUBLIC WORKS-BUILDINGS DIVISION CHANGE ORDER

To: Key Construction Project: Water Park Fountains Osage
741 W 2nd & Fairmount Parks
Wichita, KS 67203

Change Order No.: One (1) Project No.: N/A
Purchase Order No.: 401120 OCA No.: 785040
CHARGE TO OCA No.: 785042 PPN: 435376

Please perform the following extra work at a cost not to exceed \$35,000.00
Provide labor, materials and equipment to construct three (3) shade structures on the above project per drawings and proposal dated 5/2/05, option #7. Provide labor, materials, and equipment to provide and install 13 metal benches and 3 waste receptacles per City of Wichita specifications.

Recommended By:

Jeff Myers
Construction Superintendent

Date

Approved:

Ed Martin
Building Services Director

Date

Agreed/Approved:

Larry Foos
Park and Recreation Superintendent

Date

Approved:

Chris Carrier, P.E.
Director of Public Works

Date

Agreed/Approved: Approved:

Chris Beasley
Key Construction

Date Carlos Mayans
Mayor

Date

Approved As To Form:

Attest:

Gary Rebenstorf
Director of Law

Date Karen Sublett
City Clerk

Agenda Item No. 15a

CITY OF WICHITA
City Council Meeting
September 13, 2005

Agenda Report No. 05-0791

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land and Easements for the North Area Sewer
Sanitary Line Near Meridian and 53rd Street North (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition and easements.

Background: On October 21, 2003, the City Council approved the construction, extension of a vacuum sanitary sewer line and pump lift station to provide service to newly developing areas in north Wichita. This project requires the acquisition of utility easements on 10 tracts of land for

permanent easements and a lift pump station, utility easements to the facility and temporary construction easements on property owned by multiple landowners.

Analysis: Five of the ten tracts that are necessary acquisitions are under one ownership along North Meridian, 51st Street and 53rd Street. The easement varies in size of thirty to fifty feet and contains over 5.45 acres of land. A temporary easement encompassing 6.19 acres of land is also required. The property owner has agreed to provide the necessary easements to the city for the appraised amount of \$18,045, or .04 cents per square foot. There is an additional cost of \$33,170 to establish temporary fencing and replace the existing security and livestock fence.

Financial Considerations: A budget of \$53,715 is requested. This includes the \$51,215 for the acquisition and cost-to-cure and \$2,500 for title work, closing costs, etc. The funding source is the sewer utility.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the Mayor to sign the necessary documents.

Agenda Item No. 15b

CITY OF WICHITA
City Council Meeting
September 13, 2005

Agenda Report No. 05-0792

TO: Mayor and City Council Members

SUBJECT: Acquisition of Permanent Easement for Intergrated Local Water Supply Plan

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993 the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000 City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project which includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River,

the transfer to and storage of captured water in the aquifer, and the recovery and use of this water to meet future demands for the City of Wichita.

Analysis: Twenty-two sites were identified as necessary for the location of a twenty-four inch water line to serve recharge/recovery wells, recharge well, or recharge basins. Landowners of three sites have agreed to provide these pipeline and temporary construction easements to the City of Wichita for a respective \$5,590 or the equivalent to \$1,500 per acre.

Financial Considerations: A budget of \$5,740 is requested; this includes \$5,590 for acquisition and \$150 for title work, title insurance and closing costs. Funding for this project is included in the CIP in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the permanent easement; and 3) Authorize all necessary signatures.

Agenda Item No. 18

CITY OF WICHITA
City Council Meeting
September 13, 2005

Agenda Report No. 05-0793

TO: Mayor and City Council Members

SUBJECT: Playground Rehabilitation and Development (Districts I, II, IV & VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolution and authorize initiation of the project.

Background: Starting in 2000, the City has been in the process of renovating playgrounds and replacing playground equipment across the city of Wichita to enhance this community resource and address safety concerns associated with current configurations. To date, the City has fully or partially renovated 65 of the 71 playgrounds.

Analysis: The 2005 and 2006 Park Capital Improvement Program (CIP) includes \$200,000 in funding to rehabilitate park playgrounds and amenities in various locations. The following park and recreation sites have been identified for renovation and equipment replacement in 2005 and 2006: North Woodland, Evergreen, Schell, Cessna, Osage, Fairmount and Central Riverside Parks.

Investments in North Woodland, Evergreen and Cessna Parks will be to replace the concrete play features that were removed earlier this year. Schell Park will receive a new playground system in accordance with the 1999 Master Plan created for this park. The swing set areas at Osage and Fairmount Parks will receive rubberized poured-in-place safety surfacing to replace the sand safety surfacing. Central Riverside Park will include complete renovation by removing the very old playground features and replacing them with a new playground system to include “boundless play” for accessibility.

Financial Considerations: The 2005 and 2006 Park CIP includes \$200,000 each year (\$400,000 total) for renovating playgrounds and replacing playground equipment. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

First Published in The Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE LABOR, MATERIAL, AND EQUIPMENT FOR DESIGN, FURNISHING AND INSTALLATION OF PLAYGROUND EQUIPMENT, RUBBER SAFETY SURFACING AND IMPROVEMENTS FOR NORTH WOODLAND PARK, EVERGREEN PARK, CESSNA PARK, SCHELL PARK, OSAGE PARK, FAIRMOUNT PARK AND CENTRAL RIVERSIDE PARK.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, and Equipment for design, furnishing and installation of Playground Equipment, Rubber Safety Surfacing and Improvements for North Woodland Park, Evergreen Park, Cessna Park, Schell Park, Osage Park, Fairmount Park and Central Riverside Park.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$400,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 13th day of September, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.

4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.

5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

A Resolution authorizing the issuance of bonds by the City of Wichita at large for the labor, material, and equipment for Design, Furnishing and Installation of Playground Equipment, Rubber Safety Surfacing and Improvements for North Woodland Park, Evergreen Park, Cessna Park, Schell Park, Osage Park, Fairmount Park and Central Riverside Park.
(785058/ 395-190)

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is 400,000 dollars, exclusive of the cost of interest on borrowed money.

7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.

8. This certificate being signed and executed under oath by the Director of Finance of the City on

the _____ day of _____.
(month, year)
CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

On this _____ day of _____, Kelly Carpenter appeared before me, whom I know personally to be the signer of the above and she acknowledged that she signed it.

My appointment expires:

Notary Public

Agenda Item No. 19

Attachments Revised

CITY OF WICHITA
City Council Meeting
September 13, 2005

Agenda Report No. 05-0794

TO: Mayor and City Council Members

SUBJECT: Athletic Court Improvements (Districts III and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Authorize initiation of the project and approve the bonding resolution.

Background: The Park and Recreation Department has a number of athletic courts across the city which are in need of major repair or replacement. These include basketball/multi-use courts, horseshoe courts, shuffleboard courts, tennis courts, and tetherball courts. Community Development Block Grant (CDBG) and Capital Improvement Program (CIP) funds over the past several years have allowed replacement of numerous deteriorating asphalt tennis courts with post-tension concrete courts.

Analysis: The 2005 and 2006 Park CIP includes funding to repair, remove, or construct courts across the city. Evergreen Park and Orchard Park are scheduled next for replacement of tennis courts and basketball courts, based on court condition and community need. Complete removal of old courts and construction of one new tennis court and one new basketball court to include new fencing and lighting are planned for both parks adjacent to the Recreation Centers.

Financial Considerations: The 2005 and 2006 Park CIP includes \$220,000 each year (\$440,000 total) for the repair, removal, and/or construction of athletic courts across the city. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) authorize initiation of the project 2) approve the bonding resolution, and 3) authorize all necessary signatures.

First Published in The Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR LABOR, MATERIAL AND EQUIPMENT FOR THE REMOVAL AND RELOCATION OF THE TENNIS COURTS AND BASKETBALL COURTS AT EVERGREEN PARK.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material, and equipment to remove and relocate the tennis courts and basketball courts at Evergreen Park and Orchard Park.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed ~~\$220,000~~ \$440,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 13th day of September, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.
4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.
5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

A Resolution authorizing the issuance of bonds by the City of Wichita at large for the labor, material, equipment and design to remove and relocate the tennis courts and basketball courts at Evergreen Park and Orchard Park. (785054/395-186)
6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is ~~\$220,000~~ \$440,000 dollars, exclusive of the cost of interest on borrowed money.
7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.
8. This certificate being signed and executed under oath by the Director of Finance of the City on

the _____ day of _____
(month, year)

CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

On this _____ day of

_____, Kelly Carpenter appeared before me, whom I
know personally to be the signer of the above and she acknowledged that she signed it.

My appointment expires:

Notary Public

Agenda Item No. 20

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0795

TO: Mayor and City Council

SUBJECT: 2006/07 Kansas Impaired Driving Deterrence Program

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the application.

Background: Since 2003, the Wichita Police Department has participated in the Kansas Department of Transportation, Impaired Driving Deterrence Program, which provides overtime pay for officers enforcing DUI laws. The program is designed to help local law enforcement agencies dedicate time and resources to increase awareness of the dangers of driving impaired. It emphasizes DUI enforcement coupled with a public education and awareness component designed to deter impaired driving. The enforcement aspect of the program requires the utilization of three DUI checkpoints and five organized saturation patrols in the course of each program year.

Analysis: The Wichita Police Department has a comprehensive traffic safety plan that was implemented in conjunction with the reorganization of the Traffic Section that began in 2001.

During the past two and a half years, alcohol-related crashes have remained nearly the same, while alcohol-related fatality crashes have increased. Participation in the Impaired Driving Deterrence Program will allow the Police Department to supplement normal staffing and routine enforcement efforts with additional, dedicated DUI enforcement personnel. Public education opportunities will accompany the enforcement exercises to heighten awareness, modify perceptions, and deter impaired driving. The grant also includes funding for the purchase of necessary commodities to support the enforcement efforts.

Financial Considerations: The Kansas Department of Transportation will reimburse the Police Department for overtime incurred while performing DUI checkpoints and saturation patrols and commodities purchased for the program. The grant application includes total funding of \$12,888 for the two program years. No local match is required.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the application and authorize the appropriate signatures.

Agenda Item No. 21

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0796

TO: Mayor and City Council

SUBJECT: Emergency Sanitary Sewer Repair (District V)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the emergency sewer line repair at 323 N. Kentucky

Background: On August 7, 2005, the customer at 323 North Kentucky experienced a sewer backup. Investigation by Sewer Maintenance crews revealed damage in the riser pipe to which the private service line is connected. The riser pipe was installed as part of the municipal sewer project.

The City has experienced numerous problems with trench settlement on this project; therefore, it is reasonable to conclude that the damage to the riser is related to the compaction issues with this project. The contractor who installed the municipal sewer is no longer in business, so the City must accept the responsibility for repairing this riser. The riser was full of mud, and it was expected that the customer would be without service if the repair were not done immediately.

Analysis: The riser connects to the sewer main at a depth of 23 feet. Excavations to this depth are beyond the reach of department excavators and trench boxes, making it is necessary to hire the services of an outside contractor. Staff contacted four contractors for informal bids and received three responses. Dondlinger Construction submitted the lowest bid with \$12,800.

On August 11, it was determined that poor trench compaction was also responsible for the failure of the driveway at this address. It was necessary to remove and replace a portion of the driveway and recompact the trench below it. Dondlinger Construction provided a quote of \$15,250 to repair the driveway while on site to repair the riser. Having Dondlinger repair the driveway while on site will avoid a trip hazard due to a grade that would not match the existing grade. In the concern for public safety, the City Manager authorized Dondlinger Construction to perform the driveway repair work at the same time as the riser work.

To excavate for the sewer repairs, a portion of the existing sprinkler system had to be removed and replaced. Sewer Maintenance took separate informal bids, and Aquarius Greenbelt submitted the lowest bid at \$790.

Financial Considerations: The cost for the combined repairs is \$28,840. Funds are available in CIP S-4, Reconstruction of Old Sanitary Sewers. The project will be funded from future sewer revenue bonds and/or Sewer Utility cash reserves.

Legal Considerations: City Ordinance 2.64.020, "Public Exigency," authorizes the City Manager to approve work to be performed by a contractor without formal bidding.

Recommendations/Actions: It is recommended that City Council affirm the City Manager's Public Exigency approval of the project.

Agenda Item No. 22

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0797

TO: Mayor and City Council

SUBJECT: Police Mobile Radios (All Districts)

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the project and adopt the bonding resolution.

Background: The Wichita Police Department operates four substations located around the City. Most police work and police cases are “field generated” and it is essential that police officers responding to 911 generated calls possess reliable communication devices. Many of the mobile radios currently in the police fleet were purchased several years ago and are no longer manufactured by the Motorola Company. Additionally, there are limited spare parts available to fix the outdated radios.

Analysis: The safety of a police officer may depend on his/her police radio, which enables a constant communication lifeline between the officer and the dispatch center and other officers on the street. The current mobile radios in the police fleet are old and not reliable. The City/County radio shop can no longer repair the radios because there are limited parts available due to changing technology. The requested radios would replace the current outdated radios in the fleet and would be up to date with the technological changes that have occurred over the years through the Motorola Company.

Financial Considerations: The Adopted 2005–2014 Capital Improvement Program (CIP) includes \$640,000 for the replacement of police mobile radios. The funding source is General Obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the bonding resolution and authorize the necessary signatures.

792462

Published in the Wichita Eagle on _____, 2005

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AND SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AUTHORIZING AND PROVIDING FOR THE MAKING AND FINANCING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION OF THIS RESOLUTION.

WHEREAS, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City of Wichita, Kansas (the “City”), the City is authorized to issue general obligation bonds for the purpose of paying the cost of construction, purchase or improvement of any public improvement; and

WHEREAS, the City desires to acquire replacement mobile radios for police vehicles.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and finally determined to be advisable to make certain public improvements in the City, consisting of:

- (1) Mobile radio acquisition, and
- (2) Related costs including delivery and installation.

(The above-described equipment acquisition and related costs are collectively referred to herein as the "Improvements").

SECTION 2. It is hereby found that the estimated or probable cost of the Improvements is not to exceed \$640,000; the cost of the Improvements shall be paid by the issuance and sale of general obligation bonds of the City in an amount not to exceed \$640,000, exclusive of the costs of interest on borrowed money.

SECTION 3. The Improvements are hereby authorized and ordered to be made in accordance with the findings set forth in Section 1 hereof, under the authority of and as provided by K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City.

SECTION 4. This resolution shall be published one time in the City's official newspaper.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on _____, 2005.

Mayor Carlos Mayans

(Seal)

APPROVED AS TO FORM:

Karen Sublett, City Clerk

Gary Rebenstorf, Director of Law

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").

3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.

4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.

5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

POLICE MOBILE RADIOS

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is 640,000 dollars.

7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.

8. This certificate being signed and executed under oath by the Finance Director of the City on the _____ day of _____.
(month, year)

CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

On this _____ day of _____, Kelly Carpenter appeared before me, whom I know personally to be the signer of the above and she acknowledged that she signed it.

My appointment expires:

Notary Public

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.

2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").

3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.

4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.

5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

POLICE MOBILE RADIOS

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is 640,000 dollars.

7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.

8. This certificate being signed and executed under oath by the Finance Director of the City on the _____ day of _____.
(month, year)

CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

On this _____ day of _____,
_____, Kelly Carpenter appeared before me, whom I know personally to be the signer of the above and she acknowledged that she signed it.

My appointment expires:

Notary Public

Agenda Item No. 23

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0798

TO: Mayor and City Council

SUBJECT: City of Wichita Health Care Facilities Refunding and Improvement
Revenue Bonds, Series VIII-A, 2001 and Series III, 2004 (Presbyterian
Manors, Inc.); Replatting Request, City of Salina Facilities (District II)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Adopt the attached Resolution approving the request of the Tenant to replat property at its Salina, Kansas facilities, and authorize the execution, attestation and delivery of the replatting documents.

Background: In 1990, 2001 and 2004, the City of Wichita, through a number of interlocal cooperation agreements, issued refunding and improvement revenue bonds to finance or refund previous financing on Presbyterian Manors, Inc. facilities throughout Kansas, including certain facilities in the City of Salina. As part of the security for repayment of the Bonds, all of the financed facilities were subjected to the lien of the trust indenture, and subjected to certain restrictions on transfer or encumbrances, and easements. However, under the terms of the Lease, it is possible for the City of Wichita to consent to transfers, encumbrances and easements under certain conditions, at the request of the Tenant. Given the similarity of such matters to zoning and replatting matters that may also create or alter restrictions on use, the same basic procedures appear applicable by analogy to requests for replatting. In connection with some further development of its property in Salina, the Tenant has requested the City of Wichita to approve a proposed replatting of property at its Salina Facilities..

Analysis: The Tenant has certified that the replatting will not be detrimental to the proper conduct of the Tenant's business in any manner or degree, and will not impair the effective use or interfere with the efficient and economical operation of the Salina Facilities and will not materially adversely affect the security pledged to the payment of the Bonds.

Financial Considerations: The replatting requested by the Tenant should further the Tenant's other development plans for its Salina Facilities, and should have no adverse impact on the security for the outstanding Bonds.

Legal Considerations: The City Attorney's Office has drafted an appropriate Resolution for Council action, and the Tenant has furnished the replatting instruments for review and approval, together with an appropriate certificate as to matters required to be certified by the Tenant. The City Attorney's Office has reviewed and approved the replatting documents as to form.

Recommendations/Actions: Adopt the attached Resolution approving the request of the Tenant to replat property at its Salina, Kansas Facilities, and authorize the execution, attestation and delivery of the replatting documents, substantially in accordance with the forms attached to the Resolution as exhibits.

Agenda Item No. 24

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0799

TO: Mayor and City Council

SUBJECT: Technical and Water Rights Consultation Services for Auburn Hills
(District V)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Direct staff to negotiate a contract with Burns and McDonnell to provide water rights consultation and technical services.

Background: The City of Wichita irrigates Auburn Hills Golf Course by using an irrigation well on the premises. The term-permit for the well expires December 1, 2005. Development of a long-term irrigation water supply is needed. This process may last from one to three years, depending on decisions made by the State of Kansas, Department of Agriculture, Division of Water Resources. The process is highly technical and can be very time-intensive.

Analysis: On June 13, 2005, a Request for Proposals was prepared to solicit firms to provide technical and water rights consultation services for Auburn Hills Golf Course. Three firms submitted proposals: Allied Environmental Consultants, CMD, and Burns & McDonnell. A Staff Screening and Selection Committee composed of representatives from Purchasing, the City Attorney's Office, Public Works, and Park and Recreation interviewed all three firms on

August 11, 2005. After reviewing the proposals and the interviews, the committee recommended the selection of Burns and McDonnell for this project.

Financial Considerations: Currently, up to \$5,000 is spent annually on electricity and well maintenance to provide a water supply to irrigate Auburn Hills Golf Course. Other options to provide water for irrigation include the use of reclaimed water or treated City water. Both options would cost considerably more annually than using a well water – perhaps as much as \$150,000 more annually. The total cost for this work will not exceed \$52,654.00.

Legal Considerations: The Law Department will review and approve the agreement as to form.

Recommendations/Actions: It is recommended that the City Council direct staff to negotiate the contract, authorize the necessary signatures and approve necessary budget transfers.

Agenda Item No. 25

Revised 09-09-2005

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0800

TO: Mayor and Members of the City Council

SUBJECT: Schweiter Park Improvements (District I)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolution & authorize initiation of the project.

Background: Nine-acre Schweiter Park was acquired in 1946 and has undergone many changes over the years. The park suffered tornado damage in ~~2001~~ **1998** which destroyed numerous trees and other improvements. The playground was totally renovated in 2003 at a cost of \$55,366.

Last year, the tennis courts were restored for temporary use, but are in need of total replacement. The neighborhood association met with Park and Recreation staff to discuss developed priorities. The Park and Recreation Department is in the preliminary design stages of developing a plan which meets the overall needs and vision of the neighborhood for future development.

Analysis: The existing tennis courts and basketball courts are in poor condition and are not properly located to best serve the neighborhood. A new park design will provide for more active use of areas closer to the Hillside and ~~Harry~~ **Lincoln** Intersection, while passive recreation, such as the new playground and future shelter, will be located closer to the neighborhood at the southwest corner of the park. The replacement of the tennis courts and basketball court, parking

lot and picnic shelter have been identified as a priority by the neighborhood. The development of other improvements, such as a perimeter pathway and expanded playground, will be based upon available funding.

Financial Considerations: The Capital Improvement Plan includes \$110,000 in funding for 2005 and \$400,000 in 2006 for a total of \$510,000 for park development. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

First Published in The Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE LABOR, MATERIAL, EQUIPMENT AND DESIGN FOR THE REMOVAL AND RELOCATION OF THE TENNIS COURTS AND BASKETBALL COURTS AT SCHWEITER PARK.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material, equipment and design to remove and relocate the tennis courts and basketball courts at Schweiter Park

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$510,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 13th day of September, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.
4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.
5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

A Resolution authorizing the issuance of bonds by the City of Wichita at large for the labor, material, equipment and design to remove and relocate the tennis courts and basketball courts at Schweiter Park. (785056/395-188)

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is 510,000 dollars, exclusive of the cost of interest on borrowed money.

7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.

8. This certificate being signed and executed under oath by the Director of Finance of the City on

the _____ day of _____.
(month, year)
CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

On this _____ day of _____, Kelly Carpenter appeared before me, whom I know personally to be the signer of the above and she acknowledged that she signed it.

My appointment expires:

Notary Public

Agenda Item No. 26

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0801

TO: Mayor and City Council

SUBJECT: O.J. Watson Park (District III)

INITIATED BY: Park and Recreation Department

AGENDA: Consent

Recommendations: Approve the bonding resolution and authorize initiation of the project.

Background: O.J. Watson Park is located at 3055 S. Old Lawrence Road. This former sand pit area, parcels for which were acquired in 1956 and 1958, has been landscaped and developed to provide a “water park” with fishing and boating facilities, train rides, pony rides, playground and picnic areas, and miniature golf.

On September 14, 2004, the City Council approved and authorized the initiation of funding to provide design services for O.J. Watson Park in the amount of \$60,000. The City’s Request for Proposal (RFP No. 400112) was developed to select a consultant to design a new park entrance to the west of the park along McLean Boulevard and to enhance the area with landscaping. Additional proposed improvements include extending the train tracks and renovating/replacing the train and pony shelters.

Analysis: The design consultant recommends a new entrance into the park from McLean Boulevard, expanded train ride, improvements to the pony barn and train shelter, and cosmetic improvements to the miniature golf course.

Financial Considerations: The 2006 Park CIP includes \$540,000 for construction and improvements for O.J. Watson Park. Additionally, \$200,000 in CIP funds approved for Garvey Park is proposed to be used to fund the Watson Park improvements. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Actions: It is recommended that the City Council 1) approve and authorize the initiation of the project, 2) amend the bonding resolution and 3) authorize all necessary signatures.

Agenda Item No. 27

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0802

TO: Mayor and City Council

SUBJECT: Garvey Park (District III)

INITIATED BY: Park and Recreation Department

AGENDA: Consent

Recommendations: Approve the bonding resolution and authorize initiation of the project.

Background: Garvey Park is located at 3501 S. Washington. The site was acquired by the City of Wichita in 1998 to develop as a park and improve recreational opportunities in this area. On July 8, 2003, the City Council approved the development and construction of a canoe launch, restroom, bike path and paved parking area. These projects will soon be completed.

Analysis: Additional site restoration projects are planned to further enhance recreational opportunities. The projects planned are erosion control, introduction of natural plant species into one of the last remaining sand dune habitats, and removal of athletic field lighting.

Financial Considerations: The Capital Improvement Program includes \$300,000 in 2005 for Garvey Park development. The funding source is general obligation bonds. Staff recommends using \$100,000 for the site restoration projects at Garvey Park. Staff recommends the remaining \$200,000 be transferred to the O.J. Watson Park CIP for the completion of improvements and modifications.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Actions: It is recommended that the City Council 1) adopt the bonding resolution,
2) authorize initiation of the project, 3) approve the transfer of funds to O.J. Watson Park CIP, and
4) authorize all necessary signatures.

Agenda Item No. 28

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0803

TO: Mayor and City Council Members

SUBJECT: Grove Park Trailhead (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Approve the project.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes a project to construct a bike path trailhead in Grove Park.

Analysis: The project will construct a landscaped resting area adjacent to an existing bike path that extends east to Chisholm Creek Park and along the K-96 Expressway. It will connect to a parking lot, rest rooms, drinking fountain and other Grove Park improvements.

Financial Considerations: The estimated project cost is \$225,000 with \$65,000 paid by the City and \$160,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds.

Legal Considerations: The Law Department has approved the authorizing Resolution as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, adopt the Resolution and authorize the signing of State/Federal agreements as required.

706883

First Published in the Wichita Eagle on _____, 2005.

RESOLUTION NO. 05-

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO CONSTRUCT A BIKE PATH TRAILHEAD IN GROVE PARK (472-84272)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

The design and construction of a bike path trailhead including landscaping, park furniture and pavement.

SECTION 2: The total cost is estimated not to exceed \$225,000, exclusive of the costs of interest on borrowed money, with \$160,000 paid by Federal Grants administered by the Kansas Department of Transportation and \$65,000 paid by the issuance of bonds by the City of Wichita at large.

SECTION 3: That the advisability of said improvements is established as authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 29

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0804

TO: Mayor and City Council

SUBJECT: Gates Public Access Computer Hardware Upgrade Grant Program

INITIATED BY: Library

AGENDA: Consent

Recommendation: Authorize submittal of application

Background: The Bill and Melinda Gates Foundation was founded in 1997 to bridge the "digital divide" between those who have access to computers and the Internet and those who lack such access. The program goal is to provide computers and Internet access to public libraries serving low-income communities in the U.S. and Canada. In 1999, the Wichita Public Library received two grants totaling \$98,860 to expand public access computing through a total of 35 workstations placed in the branch locations that qualified for funding. The Library has been

notified by the Gates Foundation of its eligibility for a hardware upgrade program that would provide funding to replace an equal number of workstations in library facilities before now and the end of 2008.

Analysis: Due in large part to the original Gates grants, the Library was able to expand public access computing into each of its library locations. In 2004, the Library provided more than 143,000 computer use sessions to its customers. A Technology Training Center was also created through the original grant. The last time the Wichita Business Journal ranked providers of computer training, the Library was listed as the second largest training provider. As information continues to become more widely available in electronic formats, it is essential that the Library continue to maintain, if not expand, public access computing as part of the department's service mix.

Alternatives: The Library relies heavily on private grants, federal subsidies and other non-general fund resources for the addition and maintenance of information technology for its customers. The Gates Foundation has indicated that Wichita Public Library may be selected to receive as much as \$54,000 through this upgrade program.

Financial Considerations: There are no matching funds required in order to qualify for this grant program. The Library proposes use of the funds to upgrade and replace the eligible public workstations on the same 36-48 month schedule now used for other City computer workstation replacements.

Legal Considerations: None

Recommendations/Actions: Authorize the Mayor to sign the grant application

Agenda Item No. 30

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0805

TO: Mayor and City Council

SUBJECT: Merchant Services Fee Schedule

INITIATED BY: Department of Finance

AGENDA: Consent Agenda

Recommendation: Approve the revised fee schedule.

Background: In October 2001, after a request for proposal process, the City Council awarded the City's merchant services contract to Bank of America. Due to required contract modifications, the actual transition to Bank of America did not occur until September 2002. Since that time, credit card usage has shown substantial growth. In 2003, OCI incorporated credit card usage into their business processes, and in 2004 the City began its first on-line payment processing for Police Records, and Interactive Voice Response payment processing for the Water Department. During 2005, on-line water payments were made available and it is anticipated that Court Payments and Business Licensing will be completed and available during the fourth quarter of this year.

Analysis: The City currently has seventeen merchant services accounts under contract with Bank of America. Bank of America was selected in part, for its available technology with on-line credit card and automated clearing account processing. In the initial contract negotiations, each of the merchant services accounts were negotiated separately based on ticket size, type of processing, and total volume. The City used its overall account volume to negotiate lower fees. Since 2003, the City has increased credit card usage and invested substantial resources working with Bank of America to create end-to-end automated processing. The increased volume allows opportunity to renegotiate fees.

Financial Considerations: The chart below shows the overall fees for all of the City's combined merchant services accounts. Due to the current fee schedule, individual accounts may have fees in excess of 3% or well below the average of 2.8%. "Card not present" transactions are the most expensive (i.e. internet and phone). The table below shows how credit card usage has grown as the City has expanded its business processes to incorporate more on-line business. The current bundled rate on point of sale accounts is 1.86% and on Internet accounts it is 2.33%. In addition to the bundled rate, the total fee percentage includes numerous transaction fees for both Visa and MasterCard.

Year	2005 (est.)	2004	2003	2002
Number of Transactions			150,000	102,587
Dollars Processed		\$10,500,000	\$7,718,148	\$6,443,606
Merchant Fees	\$294,000	\$209,788	\$161,017	\$72,885
Percent of Transactions		2.80%	2.72%	2.50%

Based on today's credit card volumes, a modification to the fee structure is needed to reduce the City's overall processing costs. A new fee structure is being introduced called Interchange Plus. This means that all of the City's merchant accounts will have the same per item fees. Interchange fees, dues and assessments will be passed through to the City at cost. It is estimated that this will reduce the overall transaction fee percentage to approximately 2.2%. This new structure should save the City approximately \$63,000 annually based on the estimated volume for 2005.

Legal Considerations: The agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended the City Council approve the revised merchant services agreement fee schedule and authorize the appropriate signatures.

Agenda Item No. 31

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0806

TO: Mayor and City Council

SUBJECT: Homeless Assistance

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve funding for homeless assistance, authorize the City to participate in the RFP process to procure that assistance, and authorize the necessary signatures for a contract between the City and the provider of the homeless services.

Background: For the past several years the City of Wichita has participated in funding the winter emergency overflow shelter. This emergency shelter system was organized and coordinated by Inter-Faith Ministries, whereby several downtown area churches donated shelter space when the nighttime temperature fell below 30 degrees and other Wichita shelters were at capacity. Last year this system was replaced by issuing an RFP for one provider to offer overnight shelter under the same conditions.

Over the course of the past year, a community coalition including members of the Community Council on Homeless Advocacy and the Homeless Services Coalition, began planning a year-round alternative to winter emergency shelter. This alternative would serve the homeless population which is difficult to serve and for whom no shelter beds exist in the community. Much progress has been made however the permanent solution will not be available for the 2005-2006 winter.

Funding for the emergency shelter system has been equally shared between the City, Sedgwick County and the United Way. Sedgwick County and the United Way have indicated their willingness to jointly fund the 2005-2006 winter emergency overflow shelter, along with the City.

Analysis: According to the most recent statistics, over 100 persons are without appropriate shelter on any given night in Wichita. During a one-night count in January, 2005, over 80 persons were in the emergency shelter and as many as 30 more were on the streets.

Financial Considerations: The City's funding source for this purpose, has been Community Services Block Grant (CSBG) funds. No General Funds have been used for this purpose and no General Funds are recommended at this time.

Legal Considerations: Prior to execution, the Law Department will review the contract between the City and the provider of winter emergency overflow shelter.

Recommendations/Actions: It is recommended that the City Council approve the use of \$12,500 of CSBG funds for the 2005-2006 winter emergency overflow shelter, authorize the City to participate in the RFP process used to procure a service provider and authorize the necessary signatures for the resulting contract.

Agenda Item No. 32

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0807

TO: Mayor and City Council

SUBJECT: Exceptions Request to HUD

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: It is recommended that the City Council direct Law Department to seek HUD concurrence that a proposed Section 108 Biz Loan to Tax Time, Inc. either would not contravene 24 CFR 570.489, or should be granted exceptions under such regulation.

Background: HUD Regulations at 24 CFR 570.489(h) very broadly and generally provide that no elected or appointed officials or employees of a unit of local government who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under that subpart or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Because the regulation is written so broadly, and because there is little interpretive guidance as to how it applies, it is prudent to seek specific HUD interpretative application on projects subject to the regulation, even where a potential conflict is tenuous or remote. The regulation allows for such requests, and authorizes potential exceptions in cases where the nature of a potential conflict is fully disclosed, the attorney for the local unit of government furnishes an opinion that there is no conflict that would violate state or local law, and the balance of all relevant

considerations, including the degree to which the exception would further the purpose of the HUD assistance at issue, mitigate in favor of an exception.

The City has received an application for a Section 108 Biz Loan, submitted for Tax Time, Inc., a tax business, in which the principal applicant, Christopher Merchant, is a sibling of the City's Director of Finance. The Director of Finance also formerly held a stock ownership position in Tax Time, Inc., and worked in the business, but severed all ties with the business and transferred all her stock in October 2003. From and after that time, the City's Director of Finance has had no financial interest in Tax Time, Inc. The 108 Biz Loan application seeks a loan of \$75,000, of which, \$25,000 would be Section 108 funds. The ordinance governing the City's 108 Loan program provides that the loan documents are to be signed by the Director of Finance or the Acting Director of Finance. As a result, the City's Director of Finance would have a ministerial role as signatory for the City in the transaction, although the evaluation of the application and the preparation of documents for the loan would be handled by staff of the City's Law Department and the City's Department of Housing and Community Services. Further, under the structure of the City's Section 108 Loan program, the Biz Loan (even if it otherwise meets program criteria) will not occur unless a private bank independently approves a \$50,000 matching loan and shares collateral on a parity with the City, based on the bank's independent evaluation of the borrower's collateral and credit-worthiness. There is no conflict of interest problem under state or local law, because "substantial interests" are not imputed through siblings under the local government ethics statutes, and the loan will further the purpose of the 108 Loan program if the applicant is otherwise found to meet program criteria.

Analysis: With respect to the Section 108 Biz Loan, the involvement of the City's Director of Finance is largely formal, and the substantive evaluation of the application, together with the creation of any transaction documents, would be handled by staff of other City departments and by the private bank providing the matching loan. There is no conflict under state or local law, and HUD approval of the project would seem to further the respective purposes of the programs at issue.

Financial Considerations: Costs of contacting HUD to request approval or exception for the proposed project will be minimal, consisting primarily of staff time and postage.

Legal Considerations: Because 24 CFR 570.489 is written in such broad and general terms, the City should follow the HUD procedure to make sure there are no problems proceeding with the proposed Section 108 Biz Loan at issue. The project appears to have some potential for HUD approval, and would not involve any conflict-of-interest violation under state or local law.

Recommendations/Actions: It is recommended that the City Council direct Law Department to seek HUD concurrence that a proposal for a Section 108 Biz Loan to Tax Time, Inc. either does not contravene 24 CFR 570.489, or should be granted an exception under such regulation.

Agenda Item No. 33

City of Wichita
City Council Meeting

September 13, 2005

Agenda Report No. 05-0808

TO: Mayor and City Council

SUBJECT: Exceptions Request to HUD

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: It is recommended that the City Council direct Law Department to seek HUD concurrence that a proposed loan guarantee for the 13th Street & Grove Grocery Store project either does not contravene 24 CFR 570.489, or should be granted an exception under such regulation.

Background: HUD Regulations at 24 CFR 570.489(h) very broadly and generally provide that no elected or appointed officials or employees of a unit of local government who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under that subpart or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Because the regulation is written so broadly, and because there is little interpretive guidance as to how it applies, it is prudent to seek specific HUD interpretative application on projects subject to the regulation, even where a potential conflict is tenuous or remote. The regulation allows for such requests, and authorizes potential exceptions in cases where the nature of a potential conflict is fully disclosed, the attorney for the local unit of government furnishes an opinion that there is no conflict that would violate state or local law, and the balance of all relevant considerations, including the degree to which the exception would further the purpose of the HUD assistance at issue, mitigate in favor of an exception.

The 13th & Grove Grocery Store project, as to which the City seeks to provide a CDBG loan guarantee for gap financing in the amount of \$644,000 plus interest for 24 months. Commercial Federal Bank will provide the gap loan to be guaranteed, and hence, in the event that the gap loan defaults Commercial Federal could receive the unpaid balance of the gap loan plus interest from CDBG funds. Commercial Federal was approached for the financing by the developer because the developer, James Arbertha, has developed a banking relationship with Commercial Federal through his housing projects. The need to procure HUD interpretive guidance arises only because of the potentially broad sweep of the HUD regulation and because Rolando

Mayans, a sibling of the City's Mayor, serves as a Vice President of Commercial Lending at Commercial Federal. Rolando Mayans will have no personal funds involved in the loan, and the benefit to Commercial Federal (security for its loan) is no greater than the bank could have achieved by making its loan to a more secure project. A different bank officer, Vice President Jim Bothner, will sign for the bank on the loan guarantee documents with the City. There is no conflict of interest problem under state or local law, and the loan guarantee furthers the purpose of the CDBG program by helping the project to secure a loan that would otherwise be unavailable.

Analysis: With respect to the CDBG loan guarantee, there is no direct personal financial benefit to either the Mayor or the bank officer to whom he is related. The bank's actual receipt of CDBG funds would be contingent upon default by the borrower, and absent such default, the benefit to the bank (i.e., security needed to induce its loan) is no greater than the bank could have achieved simply by loaning its funds to a different borrower with better collateral. There is no conflict under state or local law, and HUD approval of the proposed assistance for the project would seem to further the purpose of the CDBG program.

Financial Considerations: Costs of contacting HUD to request approvals or exceptions for the proposed projects will be minimal, consisting primarily of staff time and postage.

Legal Considerations: Because 24 CFR 570.489 is written in such broad and general terms, the City should follow the HUD procedure to make sure there are no problems proceeding with the proposed CDBG loan guarantee. The proposed assistance appears to have good potential for HUD approval, and would involve no conflict of interest violation under state or local law.

Recommendations/Actions: It is recommended that the City Council direct Law Department to seek HUD concurrence that a proposed loan guarantee for the 13th Street & Grove Grocery Store project either does not contravene 24 CFR 570.489, or should be granted an exception under such regulation.

Agenda Item No. 34

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0809

TO: Mayor and City Council

SUBJECT: CHDO Operating Grants (Districts I, III, IV, V, and VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the allocations.

Background: On March 8, 2005, the City Council approved final allocations under the 2005-2006 Consolidated Plan, which included \$91,310 of HOME Investment Partnerships Program (HOME) funds for operational support funding for City-designated Community Housing Development Organizations (CHDO's). HOME regulations require a CHDO to be under contract to receive HOME funding for investment in housing to be developed, sponsored, or owned by the organization, in order to receive operational support funding. Operating expenses are defined as reasonable and necessary costs for the operation of the CHDO. Operating expenses may include salaries, wages, and other employee compensation and benefits. Expenses for education, training, travel, rent, utilities, communications costs, taxes, insurance equipment, materials and supplies are also eligible.

Applications were issued to four City-designated CHDO's receiving project development funding from the City's HOME program. Funding applications were received from three organizations: Mennonite Housing Rehabilitation Services, Inc., Power CDC, Inc., and Community Housing Services of Wichita/Sedgwick County.

Analysis: A staff review panel evaluated the proposals and makes the following recommendations for funding:

Mennonite Housing Rehabilitation Services (MHRS), \$37,500, in order to provide operational support for the organization's 2005 and 2006 Local Investment Area (LIA) Single-Family Development Projects. Current operational funding is being utilized to partially fund the salary of MHRS' project coordinator. The project coordinator works to identify project sites and potential homebuyers, assists buyers in obtaining permanent financing, and resolves pre-development issues.

During the 2004-2005 program year, MHRS completed construction and re-sale of 17 new homes within the City's LIA's, utilizing CHDO set-aside funding, the Boarded-up HOME Program, and funding provided under the Housing Development Loan Program. MHRS plans to develop 25 single-family homes during the 2005-2006 program year.

Power CDC, \$37,129, in order to provide operational support for the organization's 2005 and 2006 Single-Family Housing Development Projects in the Northeast Local Investment Area, including the McAdams neighborhood and the Millair Creek subdivision. Operational funding will be utilized to partially fund the salaries of the Executive Director and the Administrative Assistant.

During the 2004-2005 program year, Power CDC completed construction and re-sale of eight homes utilizing CHDO set-aside funding, the Boarded-up HOME Program, and funding provided under the Housing Development Loan Program. Power CDC plans to develop nine single-family homes during the 2005-2006 program year.

Community Housing Services (CHS), \$16,681, in order to provide operational support in connection with the organization's 2004, 2005 and 2006 HOME funding allocations for the

renovation/re-sale of single-family homes acquired in the Northeast and North Central Local Investment Areas, including the construction of 3 homes in the 1400 block of North Vassar. Operational funding will be utilized by CHS to partially fund the salaries of various staff members involved in HOME-funded housing development projects, and ultimately, the salary of a construction project coordinator.

During the 2004-2005 program year, CHS completed rehabilitation/re-sale of one home under a CHDO set-aside funding agreement, and completed rehabilitation or construction of three homes that are currently listed for sale. CHS plans to develop four single-family homes during the 2005-2006 program year.

Financial Considerations: Funding for these allocations will come from the 2005-2006 HOME Grant, as previously allocated by the City Council. Funding allocations are based on planned housing production for the 2005-2006 program year.

Legal Considerations: Funding agreements have been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council approve the recommended allocations and the funding agreements, and authorize the necessary signatures.

Agenda Item No. 35

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0810

TO: Mayor and City Council Members

SUBJECT: Allocation of HOME funds; Deferred Loan Program and HOME Administration (All Districts)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve allocation of HOME funds.

Background: On March 8, 2005, the City Council allocated \$300,000 in HOME Investment Partnerships Program (HOME) funding for the Deferred Loan Program, as part of the 2005-2006 Consolidated Plan funding process. The Deferred Loan Program is administered by the Housing and Community Services Department, and is designed to preserve homeownership in the City's Local Investment Areas (LIAs) by providing low-income owner-occupant homeowners (50% of median income or less) with 0% deferred loans for the rehabilitation of their homes. In addition,

the City Council allocated \$182,620 in HOME funding for administration of the City's HOME Program. The HOME Program administration budget includes staff salaries, benefits, indirect administrative charges, Information /Technology Department charges, travel and training expenses, audit costs, and other expenses associated with management of the City's HOME Program.

Analysis: Additional funding for HOME program activities has become available as a result of loan repayments and other program income received from closed projects. Housing and Community Services is requesting allocation of an additional \$105,000 for the Deferred Loan Program. There is currently a waiting list for families seeking assistance through the program, and the additional funding will enable Housing and Community Services to address some of these requests. Further, during the 2004-2005 program year, the HOME Program expended \$454,346.40 in program income. HOME Program regulations permit the City to retain 10% of program income expenditures for HOME Program administration expenses. Housing and Community Services is requesting allocation of \$45,434.40 in funding for HOME Program administration.

Financial Considerations: Funding is available due to the receipt of HOME program income from loan payments and closed projects.

Legal Considerations: This funding allocation does not meet the criteria for a Substantial Amendment as defined in the City's Consolidated Plan because the Deferred Loan Program is not a new activity. The Deferred Loan Program is administered in accordance with HOME program regulations. HOME Program regulations permit the City to retain 10% of program income expenditures for HOME Program administration expenses.

Recommendation/Action: It is recommended that the City Council approve the allocation of HOME funding for the Deferred Loan Program and HOME Program administration.

Agenda Item No. 36

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0811

TO: Mayor and City Council Members

SUBJECT: Corrected Resolution: Sanitary Sewer Main Benefit Fee for Reed's Cove
3rd Addition (south of 21st, east of 127th St East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Adopt the Resolution

Background: On June 21, 2005, the City Council approved a Petition and Resolution to assess a sewer main benefit fee to Reed's Cove 3rd Addition. The City's Bond Counsel has advised that the Resolution form used at that time should be updated to ensure compliance with State Statutes.

Analysis: A revised Resolution has been prepared.

Financial Considerations: The project budget is unchanged.

Legal Considerations: State Statutes provide the City Council authority to assess sanitary sewer main benefit fees to property that is served by a sewer main but was not included in the improvement district.

Recommendation/Actions: It is recommended that the City Council adopt the Resolution.

132019

First Published in the Wichita Eagle on _____, 2005.

RESOLUTION NO. 05-

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE BENEFIT FEE FOR MAIN 14B, FOUR MILE CREEK SEWER (SOUTH OF 21ST, EAST OF 127TH ST. EAST) 468-84034 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ASSESSMENT OF THE CONSTRUCTION OF MAIN 14B, FOUR MILE CREEK SEWER (SOUTH OF 21ST, EAST OF 127TH ST. EAST) 468-84034 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 05-324 adopted on June 21, 2005, is hereby rescinded.

SECTION 2. That the City Clerk has received a Petition requesting that certain properties be served by Main 14B, Four Mile Creek Sewer (south of 21st, east of 127th St. East) 468-84034 and it is necessary and in the public interest to assess a benefit fee against property owners which benefit from said sanitary sewer main but which were not included in the original improvement district.

SECTION 3. That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be assessed against the improvement district with respect to the improvements district's share of the cost of the Sanitary Sewer Main, such benefit fee to be in the amount of Thirteen Thousand Two Hundred Dollars (\$13,200).

SECTION 4. That the benefit fee for said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

REED'S COVE 3RD ADDITION

Lots 1 through 9, Block A

Lots 11 through 22, Block A

Lots 24 and 25, Block A

Lots 27 through 29, Block A

Lots 1 through 18, Block B

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 9, Lots 11 through 22, Lots 24 through 25, and Lots 27 through 29, Block A, and Lots 1 through 18, Block B, REED'S COVE 3RD ADDITION shall each pay 1/44 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the benefit fee and associated costs for the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Agenda Item No. 37

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0812

TO: Mayor and City Council Members

SUBJECT: Corrected Resolution: Sanitary Sewer Main Benefit Fee for Whistling
Walk
Estates Additions (south of 13th, west of 119th St. West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Adopt the Resolution

Background: On May 3, 2005, the City Council approved a Petition and Resolution to assess a sewer main benefit fee to Whistling Walk Estates Additions. The City's Bond Counsel has advised that the Resolution form used at that time should be updated to ensure compliance with State Statutes.

Analysis: A revised Resolution has been prepared.

Financial Considerations: The project budget is unchanged.

Legal Considerations: State Statutes provide the City Council authority to assess sanitary sewer main benefit fees to property that is served by a sewer main but was not included in the improvement district.

Recommendation/Actions: It is recommended that the City Council adopt the Resolution.

132019

First Published in the Wichita Eagle on _____, 2005.

RESOLUTION NO. 05-

**RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION
AUTHORIZING THE BENEFIT FEE FOR MAIN 4, NORTHWEST INTERCEPTOR SEWER
(SOUTH OF 13TH, WEST OF 119TH ST. WEST) 468-84006, IN THE CITY OF WICHITA,
KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING
BODY OF THE CITY OF WICHITA, KANSAS.**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ASSESSMENT OF THE
CONSTRUCTION OF MAIN 4, NORTHWEST INTERCEPTOR SEWER (SOUTH OF 13TH,
WEST OF 119TH ST. WEST) 468-84006, IN THE CITY OF WICHITA, KANSAS, ARE
HEREBY MADE TO-WIT:**

SECTION 1. That Resolution No. 05-232 adopted on May 3, 2005, is hereby rescinded.

SECTION 2. That the City Clerk has received a Petition requesting that certain properties be served by Main 4, Northwest Interceptor Sewer (south of 13th, west of 119th St. West) 468-84006 and it is necessary and in the public interest to assess a benefit fee against property owners which benefit from said sanitary sewer main but which were not included in the original improvement district.

SECTION 3. That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be assessed against the improvement district with respect to the improvement district's share of the cost of the Sanitary Sewer Main, such benefit fee to be in the amount of One Hundred Two Thousand Five Hundred Seventy-Five Dollars (\$102,575).

SECTION 4. That the benefit fee for said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WHISTLING WALK ESTATES

Lots 1 through 8 Inclusive, Block A

Lots 1 through 8 Inclusive, Block B

Lot 9, Block B except for Floodway

Lots 1 and 2, Block C except for Floodway

Lot 3, Block C

Lots 4 and 5, Block C except for Floodway

WHISTLING WALK ESTATES 2ND ADDITION

Lots 1 except for Floodway
Lots 2 through 5 Inclusive
Lots 6 and 7 except for Floodway

WHISTLING WALK ESTATES 3RD ADDITION

Lots 1 and 2, Block A except for Floodway and except that part deeded to the City

WHISTLING WALK ESTATES 4TH ADDITION

Lots 1 through 3, Block 1 except for Floodway
Lot 4, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis with Lots 1 through 8, Block A, Lots 1 through 9, Block B, Lots 1 through 5, Block C in WHISTLING WALK ESTATES each paying $11/528$ of the cost and with Lot 1 and that part of Lot 2 beginning at the NW corner; SE to the NE corner SE 83.04' NW to the beginning in WHISTLING WALK ESTATES 2ND ADDITION paying $24/528$ of the cost and with Lot 2 except beginning at the NE corner; thence NW along the N line 662.26' to the NW corner SELY 667.45' to a point 83.04' S of the NE corner NLY along the E line to the beginning in WHISTLING WALK ESTATES 2ND ADDITION paying $24/528$ of the cost and with Lots 3 through 7 in WHISTLING WALK ESTATES 2ND ADDITION each paying $24/528$ of the cost and with Lots 1 and 2, Block A in WHISTLING WALK ESTATES 3RD ADDITION each paying $11/528$ of the cost and with Lots 1 through 4, Block 1 in WHISTLING WALK ESTATES 4TH ADDITION each paying $24/528$ of the cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program. .

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A.12-6a01 et seq., as amended and supplemented, and K.S.A. 12-693.

SECTION 8. Be it further resolved that the benefit fee and associated costs for the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, 2005.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Agenda Item No. 38

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0813

TO: Mayor and City Council

SUBJECT: DR2005-00023 – Initiate application for zone change from “LI” Limited Industrial to “CBD” Central Business District for area generally located between St. Francis Ave., William St., BNSF railroad right-of-way one-half block east of Commerce St. and Kellogg. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Unfinished Business

MAPC Recommendations: Not applicable.

MAPD Staff Recommendations: Wichita City Council should initiate a general revision of the zoning in the area shown on Exhibit “A” to “CBD” Central Business District.

DAB Recommendations: Not applicable.

Background: The Arena Neighborhood Redevelopment Plan Area includes an area currently zoned “LI” Limited Industrial. The “LI” zoning district precludes residential use and is not designed to allow the uses typically found in the vicinity of a major cultural facility such as an arena. “LI” zoning is intended for industrial use and complimentary commercial uses. The “LI” zoned area is bounded by St. Francis Ave. on the west, William St. on the north, the BNSF railroad right-of-way located one-half block east of Commerce St. on the east and the Kellogg freeway and off-ramp on the south.

The Unified Zoning Code provides that the “Governing Body may initiate a zone change request with or without an application from the property owners” (Unified Zoning Code Art. V, Sec. V-A.1). All notice requirements except written (mailed) notice to individual property owners apply for general revisions of the Unified Zoning Map processed under this provision.

Analysis: “CBD” Central Business District zoning offers several improvements to lay the groundwork for implementation of the Arena Neighborhood Redevelopment Plan Area. First, it eliminates some potential Conditional Uses that are incompatible intensive mix of uses desired in a downtown core area and in the vicinity of major cultural facilities. Examples of industrial, manufacturing and extractive uses prohibited by right or not allowed as a Conditional Use in “CBD” are gas and fuel storage, freight terminal, and wrecking/salvage yard.

Instead, “CBD” allows all residential uses except manufactured housing. Current trends to redevelop lofts and office buildings with residential use would be a use by right.

“CBD” also removes the off-site parking requirements to allow flexibility in developing shared parking facilities to serve multiple parking needs, eliminates building setbacks to allow zero-lot setbacks in character with traditional downtown development and compatible with the trends in loft/apartment uses, eliminates height restrictions to allow higher intensity use that reinforces the viability and liveliness of the downtown area.

Financial Considerations: None.

Legal Considerations: The item has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Direct MAPD to initiate a general revision to the Unified Zoning Code per Exhibit “A”.

Agenda Item No. 39

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0814

TO: Mayor and City Council

SUBJECT: DR2005-00024 – Initiate application for zone change from “LI” Limited Industrial to “CBD” Central Business District for area generally located between 2nd Street North, I-135, approx. 200 feet south of Douglas Ave. between I-135 and Hydraulic Ave., Hydraulic Ave., Waterman St., BNSF railroad right-of-way, Douglas Ave. and Washington Ave. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Unfinished Business

MAPC Recommendations: Not applicable.

MAPD Staff Recommendations: Wichita City Council should initiate a general revision of the zoning in the area shown on Exhibit “A” to “CBD” Central Business District.

DAB Recommendations: Not applicable.

Background: This area is currently zoned “LI” Limited Industrial, but is located at the fringe of the expanding downtown core and Old Town Overlay District where demand is growing for mixed use development offering a place for both living and working. Typical uses include loft apartments, restaurants, theaters, offices, and retail uses. The “LI” zoning district precludes residential use, which eliminates mixed use development seeking to expand within the area. Further, “LI” zoning is intended for industrial use and complimentary commercial uses located that are incompatible with the mixed use development concept. The “LI” zoned area is bounded on the north by 2nd Street North, on the east by I-135, on the south by the row of lots south of Douglas Ave. between I-135 extending west to Hydraulic Ave., then bounded on the east by Hydraulic Ave., bounded on the south by Waterman St., on the west by the BNSF railroad right-of-way, then bounded on the north by Douglas Ave. and bounded on the west by Washington Ave. to 2nd Street North.

The Unified Zoning Code provides that the “Governing Body may initiate a zone change request with or without an application from the property owners” (Unified Zoning Code Art. V, Sec. V-A.1). All notice requirements except written (mailed) notice to individual property owners apply for general revisions of the Unified Zoning Map processed under this provision.

Analysis: “CBD” Central Business District zoning allows all residential uses except manufactured housing. Current trends to redevelop lofts and office buildings with residential use would become a use by right, which would encourage the expansion of the urban core with mixed use development from its current edge in the Old Town Overlay District eastward to I-135. Also, “CBD” eliminates some potential Conditional Uses of the “LI” district that are incompatible with the intensive mix of uses desired in a downtown core area. Examples of

industrial, manufacturing and extractive uses prohibited by right or not allowed as a Conditional Use in “CBD” are gas and fuel storage, freight terminal, and wrecking/salvage yard.

“CBD” also removes the off-site parking requirements to allow flexibility in developing shared parking facilities to serve multiple parking needs, eliminates building setbacks to allow zero-lot setbacks in character with traditional downtown development and compatible with the trends in loft/apartment uses, eliminates height restrictions to allow higher intensity use that reinforces the viability and liveliness of the downtown area.

Financial Considerations: None.

Legal Considerations: The item has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Direct MAPD to initiate a general revision to the Unified Zoning Code per Exhibit “A”.

Agenda Item No. 40

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0815

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
Districts I and VI

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolutions.

Background: On August 2, 2005 a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted resolutions providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on September 13, 2005.

Analysis: On July 11, 2005, the Board of Code Standards and Appeals (BCSA) held a hearing on the following properties:

Property Address

Council District

a. 305 North Madison	I
b. 1304 North Piatt	I
c. 1308 North Piatt	I
d. 1308 ½ North Piatt	I
e. 2821 East 13th Street N.	I
f. 1858 North Pennsylvania	I
g. 2444 North Minnesota	I
h. 2234 North Shelton	VI

Detailed information/analysis concerning these properties is included in the attachments.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on August 4, 2005, and August 11, 2005. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings dangerous and unsafe structures, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structures would be contingent on the following: (1) All taxes have been paid to date, as of September 13, 2005; (2) the structures have been secured as of September 13, 2005 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of September 13, 2005 and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Agenda Item No. 41

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0816

TO: Mayor and City Council

SUBJECT: Wichita Employees' Retirement System
Proposed revision of City Code Section 2.28.180 to clarify Death and Survivor benefits

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendations: Approve first reading of the Ordinance revision.

Background: The Wichita Employees' Retirement System provides survivor benefits in the event of either the death of a Retiree or an Employee. A recent situation raised a question regarding the amount of the benefit due the surviving spouse of a Retiree.

Currently, Section 2.28.180 of the City Code states that in the event of the death of a retired member who leaves a surviving spouse and no minor children, the surviving spouse is to receive a monthly benefit "equal to fifty percent of the monthly benefit being paid to such member at the time of the such member's death". In the recent situation, the retiree at the time of his death was receiving less than the retirement benefit that was calculated at the retirement, due to a required reduction for repayment of a worker's compensation award.

Analysis: Under City Code Section 2.28.290, the Retirement Board is authorized to resolve any questions of eligibility under the System's Ordinances. The Board, at its May 18, 2005 meeting, determined that the intent of the ordinance was to grant a qualifying surviving spouse a benefit that was equal to fifty percent of the retiree's benefit that was calculated at the time of the retiree's initial retirement date, adjusted for post retirement adjustments. The Board instructed the Law Department to draft an Ordinance revision to clarify the benefit.

The proposed Ordinance revision adds the provision that the benefit the surviving spouse receives shall in no event be less than fifty percent of the retiree's benefit calculated at the time of the retiree's retirement, as adjusted over time for post retirement adjustments.

Financial Considerations: There are no costs associated with this action.

Legal Considerations: The Law Department has approved the proposed ordinance revisions as to form.

Recommendation/Actions: It is recommended that the City Council approve the first reading of the Ordinance revising City Code Section 2.28.180 and authorize the necessary signatures.

Agenda Item No. 42

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0817

TO: Mayor and City Council

SUBJECT: Public Hearing and Adoption of Power CDC Redevelopment Project Plan
(District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Close the public hearing and approve first reading of the ordinance adopting the redevelopment project plan and approve the development agreement.

Background: On June 3, 1997, the City Council established the Northeast Redevelopment District for the purpose of utilizing tax increment financing ("TIF") to finance eligible improvements located within the district. The action taken by the City Council set 1997 as the base year, from which the increase in property tax revenues (the tax increment) will be measured. On October 21, 2003, the City Council adopted an ordinance reducing the boundaries of the Redevelopment District to the area of the north side of 13th Street between Grove and Poplar.

In order for the County Treasurer to capture the tax increment and remit it to the City, the City Council must adopt a redevelopment project plan that describes the district and the projects to be financed with TIF, and also sets forth the financial feasibility of the TIF revenues to finance the TIF-eligible improvements. On August 2, 2005, the City Council adopted a resolution stating it will consider the adoption of a redevelopment project plan for the Power CDC Grocery Store Project on September 13, 2005 and directed the City Clerk to give notice that a public hearing will be held on that date.

State law directs the City to prepare redevelopment project plans "in consultation with the planning commission of the city." On August 25, 2005, the Wichita-Sedgwick County Metropolitan Area Planning Commission met to consider the Power CDC Grocery Store Redevelopment Project Plan and found that the Plan is consistent with the general comprehensive plan for development of the City.

Analysis: The financial feasibility study contained in the Redevelopment Project Plan examines the projected change in assessed valuation of the property located within the Northeast Redevelopment District from the base year (1997) to the year in which planned redevelopment projects will be fully reflected in the County's database of property values (2007). The following table summarizes the revenue side of the analysis:

	1997 Base Year	2007 Projected
Appraised Value	\$71,840	\$1,350,000
Assessed Value	\$11,567	\$337,500
Captured Value	\$0	\$325,933
2004 Mill Levy		111.887
Annual Tax Increment	\$0	\$36,468

The analysis assumes that only the project which is currently planned will be constructed, that assessed property values in the district will remain unchanged once the planned developments are completed, and that the City/County/School District mill levy will not increase or decrease. The analysis shows that the stream of projected tax increment revenues will be sufficient to retire

the principal and interest on a \$375,000 general obligation tax increment bond issue over a fifteen-year period at current interest rates.

The plan for redevelopment of the Northeast area consists of the acquisition of the real property located within the Project Area, the demolition and removal of the existing structures from the real property and the construction of an approximately 15,000 sq. ft. Save-A-Lot grocery store and associated infrastructure and landscaping. The Project Area for the Power CDC Grocery Store Project is the entire area of the Northeast Redevelopment District.

USE OF TAX INCREMENT FINANCING

Upon adoption of the redevelopment project plan, the City will have established its authority under state law to issue general obligation bonds to finance the TIF-eligible improvements, which bonds will be repaid from the incremental increase in property taxes resulting from the redevelopment of the Project Area. The TIF-eligible improvements consist of the following:

Land acquisition	\$240,127.65
Demolition	26,022.83
Site Improvements	53,468.14
Other Site Costs	30,381.38
Total TIF-eligible costs	\$350,000.00

DEVELOPMENT AGREEMENT

In addition to the financial feasibility study and descriptive information, the Redevelopment Plan includes a draft development agreement between the City and Power CDC (see Tab 6, Plan Documents). The Development Agreement calls for the construction of the Project pursuant to the requirements of the Build-to-Suit Lease between Power CDC and BR&D, Inc., the operator of the proposed Sav-A-Lot Grocery Store.

The Development Agreement identifies the City's TIF contribution to this project and limits City reimbursements to TIF eligible costs. The Development Agreement also provides for the City's use of future CDBG allocations to fund a guarantee for a short-term bank loan to Power CDC needed to fill a gap in project funding. Any payments made by the City pursuant to the guarantee will be recorded as a lien against the Project property.

Financial Considerations: It is anticipated that the projects funded with tax increment financing will be financed with general obligation bonds. In the event that tax increment revenues fall short of projections, City at large funding will be required to supplement tax increment revenues.

Legal Considerations: The Law Department has reviewed and approved the attached ordinance and development agreement, as to form. An ordinance is required for the adoption of a

redevelopment project plan under the state tax increment financing statutes. In order to adopt the redevelopment plan, a two thirds majority must approve the ordinance. Once adopted, the City Clerk must forward copies of the ordinance to the County Clerk, County Treasurer and County Appraiser.

The notice for a public hearing on the City's intent to adopt the redevelopment plan has been given pursuant to law. However, the publication of the notice in the City's official newspaper failed to take place as planned. The notice will be published on September 9, 2005. The Law Department recommends continuation of the public hearing and final action to approve the Redevelopment Project Plan on September 20, 2005.

Recommendations/Action: It is recommended that the City Council continue the public hearing until September 20, 2005, approve first reading of the ordinance adopting the Power CDC Grocery Store Redevelopment Project Plan, approve the development agreement and adopt the bonding resolution.

Agenda Item No. 43

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0818

TO: Mayor and Members of the City Council

SUBJECT: HUD Consolidated Plan Annual Performance and Evaluation Report

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the Public Hearing and approve the report.

Background: The City is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) for projects covered by the HUD Consolidated Plan. The CAPER documents the activities undertaken during the program year beginning July 1, 2004 and ending June 30, 2005 for the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME) and the Emergency Shelter Grant (ESG) programs.

Analysis: During the reporting period, residents of the City of Wichita received direct benefits from the provision of CDBG, HOME and ESG funds. CDBG provided funding for fourteen capital improvement projects. Neighborhood Improvement Services provided grants and loans to homeowners for the rehabilitation of 247 residential structures and 23 neighborhood clean-ups were conducted. Public Service agencies received funds to assist youth in employment and

enrichment programs and to serve victims of domestic violence. The HOME program assisted 51 households to secure affordable housing and nine households received rehabilitation assistance through the Deferred Loan Program. The ESG program provided services to 5,135 persons (cumulative) by providing short-term shelter, case management and other services to homeless persons and victims of domestic abuse. An executive summary of the HUD Consolidated Annual Performance and Evaluation Report is attached.

Financial Considerations: The total expenditures for the 2004/2005 program year were \$7,197,749. The expenditures consist of \$4,082,966 for the CDBG program, \$2,984,927 for HOME Investment Partnerships program and ESG expenses were \$129,856.

Legal Considerations: The City is required to provide an opportunity for citizens to review and comment on the CAPER prior to submitting the CAPER to the U.S. Department of Housing and Urban Development (HUD). On August 25, 2005, the City published a notice in the Kansas State Globe and on August 26, 2004 in the Wichita Eagle advising that public comments would be accepted until September 9, 2005. The CAPER was made available to the public through the Neighborhood City Halls, Housing and Community Services Department, Planning Department, City Council Office, City Manager's Office, City of Wichita website and all branches of the Wichita Public Library. No comments were received.

Recommendation/Action: It is recommended that the City Council approve the HUD Consolidated Annual Performance and Evaluation Report, close the Public Hearing and authorize submission to the U.S. Department of Housing and Urban Development.

Wichita, Kansas
2004/2005 HUD Consolidated Annual Performance
and Evaluation Report (CAPER)
Executive Summary

Background

The Executive Summary of the HUD Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared for the City Council to provide an overview of the accomplishments and performance of the Consolidated Plan programs. The report covers the period July 1, 2004 through June 30, 2005. During the program year, the City of Wichita operated 122 projects totaling \$8.7 million dollars and assisted 15,442 persons on a limited clientele basis and 92,057 on an area basis utilizing Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Shelter Grant (ESG) funding.

Consolidated Plan

The HUD Consolidated Plan is both a plan and an application. To receive funding, each entitlement community must develop and submit a five-year Consolidated Plan. The Consolidated Plan identifies the community needs by developing a community profile and

strategy to meet those needs. The Consolidated Plan contains a profile of the actual conditions of the community. The plan also identifies a vision for redevelopment actions to improve the conditions within the community.

The Consolidated Plan is not meant to limit the vision only to CDBG, HOME and ESG activities. The plan also covers activities that Sedgwick County, United Way and other community agencies plan to undertake to form a collaborative effort. Examples are ComCare of Sedgwick County, which tracks persons with mental illness and programs through United Way that assist the homeless.

The Neighborhood Revitalization Plan targets specific areas for revitalization activities. The City Council approved the targeting of the CDBG and HOME funds to benefit the Local Investment Areas identified in the Neighborhood Revitalization Plan. The Neighborhood Revitalization Plan also provides tax rebates for new construction and renovation, infill housing incentives and facade loans for downtown businesses. Taken together, these projects offer a multi-dimensional and comprehensive approach to meeting the priority needs and attaining the goals outlined in the Consolidated Plan. Staff revised the plan during the 2003 program year and included it within the 2004/2008 HUD Consolidated Plan.

One-Year Action Plan

Each year the entitlement community must identify the specific activities that will be initiated to address the objectives of the Consolidated Plan. City Council approves these projects by utilizing the funding of CDBG, HOME and ESG programs.

The projects funded in the One-Year Action Plan provide an increased supply of affordable housing units through construction and rehabilitation, preservation of historic properties, opportunities for low and moderate-income people to become homeowners, job training and education, assistance to homeless persons and improvement of public facilities.

All activities undertaken in the One-Year Action Plan meet the goals of the Consolidated Plan. The One-Year Action Plan covers the period July 1 through June 30. HUD must receive the plan at least 45 days prior to the beginning of the program year (May 15).

The CDBG program requires that the City give maximum feasible priority to activities that benefit low- and moderate-income persons. A minimum of 71% of the funds expended must meet the low- and moderate-income national objective. The balance may be expended for activities that prevent or eliminate slum and blight conditions or that meet the HUD definition of an urgent need.

HUD awards grants annually to entitlement communities to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development and providing improved community facilities and services. Entitlement communities receive funds on a dual formula basis established by Congress. The formula takes into account the community needs, including the extent of poverty, population, housing overcrowding, age of housing and

population growth lag in relationship to other metropolitan areas. The funding formula is based on the 2000 U.S. Census data.

Funding from HUD has varied over the years as shown in the following table. Funding continues to decline based on changes in the U.S. Census data used to calculate City funding levels and the additional number of new entitlement cities added each year by HUD. Funding began in the 2004 fiscal year for the American Dream Downpayment Initiative (ADDI) program.

BASE ALLOCATION AMOUNTS

Program Year*	CDBG	HOME	ADDI	ESG
2000	\$3,760,000	\$1,861,000		\$133,000
2001	\$3,902,000	\$2,067,000		\$133,000
2002	\$3,825,000	\$2,068,000		\$133,000
2003	\$3,550,000	\$1,942,000	\$115,064	\$131,000
2004	\$3,464,000	\$1,936,372	\$135,779	\$129,856
2005 **	\$3,270,909	\$1,826,206	\$77,424	\$126,690

*The program year begins July 1st and ends June 30th of the following year.

**The current 2005 Program Year began July 1, 2005.

Consolidated Annual Performance and Evaluation Report (CAPER)

At the end of every program year, the City of Wichita prepares and submits a report to HUD identifying the accomplishments of the Consolidated Plan and the One-Year Action Plan. The Consolidated Annual Performance and Evaluation Report (CAPER) is due no later than 90 days after the end of the program year (September 30).

The CAPER provides HUD with a comprehensive view of the activities that the City undertook with CDBG, HOME and ESG funding during the reporting year. The CAPER reflects the actual work performed and the level of expenditures for each activity. Projects that are eligible under a limited clientele basis identifies the demographics of the persons assisted. Activities based on an area basis identify the number of persons who benefited from the activity.

CDBG

During the 2003/2004-program year, 49 new projects were initiated and operated concurrently with 55 projects continued from previous years, with total expenditures of \$4,082,966. Ninety-eight percent of all CDBG funds were expended for activities benefiting low- and moderate-income persons. CDBG funds are often used to leverage private and other public financing. Since 1997, CDBG projects have leveraged over \$31.9 million dollars in private or other public funds. A summary of the CDBG projects is listed below:

Capital – Over \$1.3 million was spent for capital improvement programs. The street, curb, gutter and sidewalk project provided more than 10,125 square feet of concrete for sidewalks, 679 square feet of concrete for driveway and 2,081 linear feet of concrete for curb and gutter repair.

Street construction included 1,391 tons of asphalt and 3,183 square yards of asphaltic concrete. For the third year, the City focused on improving parks and public facilities located in the Neighborhood Revitalization Area. CDBG funds were used to repair and renovate eight parks and three public facilities. New playground and safety equipment were installed at Planeview, Aley, West Douglas, and Evergreen Parks. Restroom doors and fixtures were replaced at Murdock, Planeview, Minisa and Schell Parks. Parking lots were constructed at the new parks and the Aley parking lot was resurfaced.

Economic Development – The Wichita Biz Loan program has successfully provided two expansion and one start-up business loans. These endeavors have succeeded in creating 16 jobs for low/mod persons in the Neighborhood Revitalization Area during the 2003 program year and an additional 7 during the 2004 program year. Cessna is currently conducting training under Skills For Success. This program provides entry-level job training for disadvantaged and/or welfare recipients. Twenty-five persons have been placed in positions within the Wichita community.

Housing - Funds totaling \$1,024,977 was used to provide loans and grants for the rehabilitation of 247 housing units located in low-income neighborhoods. The amount of interest paid on these loans varies depending on the recipient's ability to repay and some loans require no repayment until the property is sold or transferred.

Public Services – A total of \$971,353 was spent to provide public services in Wichita. Assistance was provided to 61,484 citizens through the Neighborhood Assistance Programs and 13,857 through the Community Education program. Also 834 victims of domestic violence received shelter from the Women's Crisis Center and Harbor House and 3,412 participated in the outreach programs. The number of youth participating in the youth recreation and enrichment program totaled 3,950 and 192 participated in the Summer Youth Employment program. A total of 21,680 unduplicated persons had access to the neighborhood clean up program during 23 clean-ups in four Local Investment Areas.

Historic Preservation – Projects including secondary structure demolition, historic preservation and historic deferred loan programs for residential properties are funded under the HUD provision to eliminate slum and blight. Nine secondary structures were eliminated from residential property through the Secondary Structure Demolition Program. Expenditures meeting the elimination of slum and blight national objective totaled \$91,880, or 2%.

Planning and Administration – A total of \$502,850 or 12.3% was spent for planning and administration activities in the CDBG program. Planning and administrative activities include historic preservation planning and mandated consolidated plan activities. Funds totaling \$199,092, or 4.9% were expended for the administration of the CDBG program.

Other – Projects included in this HUD approved category are Neighborhood Clean-up and Environmental Health Inspectors. A total of \$159,414 was expended for these activities.

HOME

The City of Wichita spent \$2,984,927 in connection with 22 projects operated throughout the course of the year. HOME funding provided downpayments, closing costs and rehabilitation assistance for 51 first-time homeowners through the HOMEownership 80 program and repair/rehabilitation assistance for 9 homeowners through the Deferred Loan Program. Four of the City's designated Community Housing Development Organizations (CHDOs) received HOME operational support funding during the year.

In addition, the City of Wichita's HOME program was one of five programs to receive HUD's Doorknocker award. This national recognition was made as part of HUD's 15th Anniversary celebration for the HOME program. The award was presented for the Millair Creek project, which was also featured in the 15th Anniversary video.

Housing Development by CHDOs – Over \$1,300,000 in funding was provided during the year for single-family housing projects carried out by Community Housing Development Organizations in the City's Local Investment Areas. These projects were developed utilizing CHDO Set-Aside funding, the Housing Development Loan Program and Neighborhood Revitalization Area Housing Development funding. These CHDOs used the City's HOME funding to leverage private construction loans in order to complete construction and/or rehabilitation of 29 homes.

The CHDOs have also utilized funding from the Boarded Up Home Program to construct and/or rehabilitate five homes that were sold to income-eligible, owner-occupant homebuyers. This program has proven to be effective in eliminating the blighting influence of boarded-up structures located within the boundaries of the City's Local Investment Areas. CHDOs are currently in the process of developing 10 additional projects with subsidies provided under the program.

Administrative costs for the HOME program were \$225,883 and represents 7.6% of total expenses.

ESG

Maintenance and Operation – ESG funds expended \$74,982 during the program year to provide operational expenses for five homeless shelters and one daily drop-in center maintained by nonprofit providers. Overnight shelter and related services were provided for 3,501 unduplicated homeless individuals, of which at least 108 were victims of domestic violence.

Essential Services - Funds totaling \$39,129 were spent to provide comprehensive case management services to 2,600 homeless individuals.

Homeless Prevention - A total of \$4,923 was spent in the prevention of homelessness for 108 individuals.

Administration - Funds totaling \$6,370 or 5% were spent for administration of 2004/2005 ESG projects.

CITIZEN PARTICIPATION

Citizens were provided a 15-day comment period to review the 2003/2004 HUD Consolidated Plan Annual Performance Report (CAPER) and make comments to the City Council at a Public Hearing during the regularly scheduled City Council meeting on September 14, 2004. No comments were received.

A public notice was placed in the Wichita Eagle on January 8, 2005 and the Kansas State Globe on January 6, 2005 to advise citizens that the City would hold a public hearing on January 25, 2005 to receive comments on the City's housing and community development needs.

A member of the Sunflower Community Action Group spoke about more than 200 abandoned and boarded up houses in the northeast area. The specific boundaries are 25th Street on the north, Oliver to the east, Murdock to the south and Washington on the west. The group is looking for assistance from the City of Wichita to either rehabilitate or demolish the sites.

Housing and Community Services staff had already begun addressing this issue prior to the receipt of the public comment by developing a Comprehensive Housing Policy and the Stop Blight initiative. City of Wichita's Office of Central Inspection identified 186 boarded-up houses in the Northeast Local Investment Area. Housing and Community Services Department has applied for an Economic Development Initiative (EDI) funding to begin the new Stop Blight Program that will address this issue.

On April 6, 2005 the Wichita Eagle and on April 7, 2005 the Globe published notices informing citizens that the City had prepared the 2005/2006 One Year Action Plan and gave citizens 30 days to provide comments to the City before adoption of the plan on May 10, 2005. No comments were received.

Outreach efforts have been taken to encourage the participation of all citizens including minorities, non-English speaking persons and individuals with disabilities. As part of our outreach efforts, a copy of the public notices are placed on the City of Wichita web site at www.wichita.gov and provided to several neighborhood organizations for translation and posting at their locations.

Agenda Item No. 44

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0819

TO: Mayor and City Council Members

SUBJECT: DR2004-000016: Central Northeast Area Plan Update (generally located east of Mosley, Washington, and Mead; north of Kellogg and Central; west of Edgemoor, Pinecrest, Parkwood, Old Manor, Hillside, and Oliver; and south of 21st, 17th, and the Union Pacific Railroad). (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: New Business

Recommendation: Adopt the Central Northeast Area Plan Update as an amendment to the Wichita-Sedgwick County Comprehensive Plan and approve first reading of the ordinance.

Background: In November 1995, following extensive community involvement and technical analysis, the City completed the Northeast Area Plan, entitled Rediscovering Community: Exploration of a Place and its Promise. This plan addressed numerous community redevelopment and revitalization issues for several low to moderate-income neighborhoods located in central northeast Wichita. The Plan contained over 90 recommended strategies to achieve positive long-term change.

In late 2004, citizens in central northeast Wichita approached the City with an interest in revisiting the redevelopment and revitalization strategies identified in the 1995 Northeast Area Plan. Their desire was to update the plan as needed in order to achieve long-term area redevelopment and revitalization successes in central northeast Wichita.

In early January 2005, the City began working with a 22-member Steering Committee comprised of key area stakeholders and neighborhood representatives to evaluate the relevance of the goals outlined in the 1995 Plan, and to identify priorities and action items for future implementation. The Plan area is bounded irregularly by Mosley, Washington, and Mead to the west; Kellogg and Central to the south; Edgemoor, Pinecrest, Parkwood, Old Manor, Hillside, and Oliver to the east; and 21st, 17th, and the Union Pacific Railroad to the north.

Eleven Steering Committee meetings and two public meetings have been held at the Atwater Community Center since the beginning of this year, to review and update the Plan. The Central Northeast Area Plan Steering Committee feels that they have developed an updated plan that has broad-based support from neighborhood associations and City officials.

The Plan Update has been reviewed and unanimously endorsed by the DAB I on July 11th and the MAPC on August 11th.

Analysis: The following is a summary of the Central Northeast Area Plan Update.

q A revised and updated vision statement that reflects the vision for the future of the Central Northeast Area.

q A strategic approach that establishes the following 11 area plan priorities.

1. Increase neighborhood capacity
2. Housing repair
3. Neighborhood clean-up
4. Neighborhood Watch and community safety
5. Enhanced neighborhood-shopping opportunities
6. Retain and attract new businesses and jobs
7. Improve the quality of life for area children
8. New home construction on vacant lots
9. Initiate a neighborhood and personal pride campaign
10. Improve neighborhood infrastructure
11. Improve area recreation opportunities

q Forty-three detailed implementation actions to help achieve the 11 plan priorities.

Alternatives: Two options are available to the City Council now that the Metropolitan Area Planning Commission has adopted the Central Northeast Area Plan Update as an amendment to the Wichita-Sedgwick County Comprehensive Plan:

- a) Approve first reading of the Ordinance adopting the Central Northeast Area Plan Update as an amendment to the Comprehensive Plan;
- b) Others actions deemed appropriate by the Council.

Financial Considerations: While the act of plan adoption involves no funding commitment on the part of the City, the plan does propose physical improvements throughout the Central Northeast Area that would be eligible for funding through GO or CDBG sources. These improvements would have to be programmed into the City's CIP in the context of Citywide physical improvement projects and priorities.

Legal Considerations: The Metropolitan Area Planning Commission, in accordance with Kansas state statutes, held a public hearing for the proposed Central Northeast Area Plan Update on August 11, 2005, with the required notice of public hearing published in the official City newspaper. The MAPC approved a resolution adopting the Plan as an amendment to the Wichita-Sedgwick County Comprehensive Plan by a unanimous vote (11-0). The adopting Ordinance has been reviewed and approved as to form.

Recommendations/ Actions: Adopt the Central Northeast Area Plan Update as an amendment to the Wichita-Sedgwick County Comprehensive Plan and approve first reading of the Ordinance.

_____150004_____PUBLISHED IN THE WICHITA EAGLE ON_____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE CENTRAL NORTHEAST AREA PLAN UPDATE AS AN AMENDMENT TO THE WICHITA-SEDGWICK COUNTY COMPREHENSIVE PLAN.

WHEREAS, pursuant to the authority granted by the statutes of the State of Kansas, in K.S.A. 12-747 et seq., the Wichita-Sedgwick County Metropolitan Area Planning Commission developed a Comprehensive Plan, adopted by the City of Wichita and Sedgwick County in 1993, and amended in 1996, 2000, 2002, and 2005; and

WHEREAS, the Comprehensive Plan may be amended, as needed, to ensure it reflects timely and relevant information and the needs of the community; and

WHEREAS, the City of Wichita and Sedgwick County in collaboration with the Central Northeast Plan Update Steering Committee, 21st Century Coalition for Neighborhood Revitalization, Sunflower Community Action - Northeast Chapter, Mennonite Housing, Country Overlook Neighborhood Association, Fairmount Neighborhood Association, Ken-Mar Neighborhood Association, MacDonald Neighborhood Association, Matlock Heights Neighborhood Association, McAdams Neighborhood Association, Murdock Neighborhood Association, New Salem Neighborhood Association, Northeast Millair Neighborhood Association, Sleepy Hollow Neighborhood Association, Uptown Neighborhood Association, Elm Neighborhood Association, and area neighborhood stakeholders, did initiate the development of the Central Northeast Area Plan Update to promote the stabilization and revitalization of the Central Northeast Area; and

WHEREAS, before the adoption of any Comprehensive Plan or amendment thereto, the Wichita-Sedgwick County Metropolitan Area Planning Commission is required by K.S.A. 12-747 to hold a public hearing; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission did give notice by publication in the official City and County newspaper on July 21, 2005, of a public hearing on said area plan; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission on August 11, 2005, did hold a public hearing at which a quorum was present, and did hear all comments and testimony relating to said neighborhood, and approved a resolution adopting the Central Northeast Area Plan Update as an amendment to the Wichita-Sedgwick County Comprehensive Plan;

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita hereby adopts the Central Northeast Area Plan Update as an amendment to the Wichita-Sedgwick County Comprehensive Plan; and

SECTION 2. Notice of this action shall be transmitted to the Sedgwick County Board of County Commissioners for its consideration, and to all other taxing subdivisions in the planning area which request a copy of the plan.

SECTION 3. This ordinance shall become effective and be in force from and after its adoption and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this _____.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 44a

City of Wichita
City Council Meeting

September 13, 2005

Agenda Report No. 05-0840

TO: Mayor and City Council Members

SUBJECT: Proclamation of Emergency – Hurricane Katrina Disaster

INITIATED BY: Department of Law

AGENDA: New Business

Recommendation: Extend the Proclamation of Emergency

Background: In anticipation of the City providing assistance for Hurricane Katrina victims, the Mayor issued a Proclamation of Emergency to activate the City's emergency plans to assure that needed emergency expenditures and the use of City facilities, equipment, and personnel are available to respond to the Proclamation of the Governor and to ensure cooperation in emergency management activities with State and Federal emergency requests. The Proclamation of Emergency is attached.

Analysis: The Proclamation of Emergency (1) Proclaims a disaster emergency, based on the Hurricane Katrina and the September 1, 2005 Proclamation of Governor Sebilius; (2) Activates the response and recovery aspects of the City, State and Federal emergency management plans, and (3) Initiates aid and assistance for the disaster emergency.

Pursuant to State law, the Mayor's Proclamation is effective for seven days from the date of signing. Accordingly, it is necessary to extend the Proclamation of Emergency.

Financial Considerations: None

Legal Considerations: Under State law and the City's Home Rule powers, the Mayor has the authority to issue an emergency proclamation and the Mayor's Proclamation is effective for seven days from the date of signing. The proclamation was drafted and approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the City Council extend the Proclamation of Emergency to continue the response and recovery emergency management plans and to continue aid and assistance until such time as the proclamation is rescinded by the Mayor or the City Council of the City of Wichita.

PROCLAMATION OF EMERGENCY

CITY OF WICHITA

WHEREAS, September 1, 2005, the Governor of the State of Kansas. proclaimed a State of Disaster Emergency under the authority of the Kansas Emergency Management Act, because of catastrophic conditions caused by Hurricane Katrina; and

WHEREAS, under such Proclamation, the Governor declared that the State of Kansas is prepared to facilitate recovery efforts in anticipation of the requests from those states presidentially declared, including the implementation of local and inter-jurisdictional disaster plans applicable to the political subdivisions of areas affected by the Proclamation; and

WHEREAS, the City of Wichita and Sedgwick County have applicable local disaster emergency plans and have been asked to receive the unexpected emergency evacuation of 1800 persons, more or less, to Wichita and Sedgwick County from New Orleans, Louisiana, and other coastal communities as a result of Hurricane Katrina, a federal disaster area, and to take such other aid and recovery actions as may be requested by the Governor or federal officials; and

WHEREAS, a proclamation of a disaster emergency by the City of Wichita is necessary to assure that needed emergency expenditures from City of Wichita funds and the use of City facilities, equipment, and personnel are available to respond to the Proclamation of the Governor and to ensure cooperation in emergency management activities with State and federal emergency requests, as is necessary and expedient for the public health, safety, and welfare of the City; and

WHEREAS, the Mayor of the City of Wichita has the authority to declare such a local disaster emergency under the Kansas Emergency Management Act (K.S.A. 48-932) and also under Home Rule powers;

NOW THEREFORE, I, Carlos Mayans, Mayor of the City of Wichita, Kansas hereby proclaim a disaster emergency arising from the Hurricane Katrina emergency, and the September 1, 2005, Proclamation of the Governor of the State of Kansas, and hereby declare the activation of the response and recovery aspects of appropriate local and inter-jurisdictional disaster emergency plans and the initiation of aid and assistance for the disaster emergency .

IT IS FURTHER ORDERED, that this Proclamation shall be delivered to the City Clerk of the City of Wichita and shall become effective immediately and remain in effect until further proclamation of the Mayor or the City Council of the City of Wichita.

Executed at Wichita, Kansas, this _____ day of SEPTEMBER, 2005.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett
City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law and City Attorney

Agenda Item No. 45

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0820

TO: Mayor and City Council

SUBJECT: DR2005-18: South Central Neighborhood Plan Update (Districts I and III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

Recommendation: Direct staff to update the 1995 Revitalization Plan for the South Central District and authorize the City Manager to appoint a steering committee to guide the plan update.

Background: In the spring of 1995, the City, with assistance from the Department of Landscape Architecture and Regional and Community Planning at Kansas State University, completed A Revitalization Plan for the South Central District. This plan addressed numerous community redevelopment and revitalization issues for the low-moderate income neighborhoods generally located east and west of Broadway between Kellogg and Pawnee. Recently, the South Central Progressive Neighborhood Association and the South Central Improvement Alliance have expressed an interest in revisiting the community redevelopment and revitalization strategies identified in the 1995 plan. Their desire is to update the plan strategies as needed in order to achieve long-term redevelopment and revitalization successes in the South Central area.

Analysis: It is important that the update of the plan reflect input from key community and neighborhood stakeholders. A series of community meetings will be held as part of this initiative. It is recommended that a citizen's steering committee oversee the plan update. The steering committee is recommended to consist of members appointed by the City Manager as follows:

- Three members of the South Central Improvement Alliance
- Three members of the South Central Progressive Neighborhood Association
- One member of the Metropolitan Area Planning Commission
- One member of the District I Advisory Board
- One member of the District III Advisory Board
- One at-large business/industry representative selected by the District I City Council Member
- One at-large business/industry representative selected by the District III City Council Member
- One at-large resident selected by the District I City Council Member
- One at-large resident selected by the District III City Council Member

Financial Considerations: There are no additional financial costs to the City associated with this update. MAPD staff will undertake all necessary work utilizing currently budgeted funds.

Legal Considerations: There are no legal issues associated with this initiative.

Recommendation/Actions: It is recommended that the City Council direct staff to update the 1995 Revitalization Plan for the South Central District and authorize the City Manager to appoint a steering committee to guide the plan update.

(150004) Published in The Wichita Eagle on _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING CERTAIN AMENDMENTS TO THE OFFICIAL OIL AND GAS WELL DISTRICT MAP OF CERTAIN LANDS LOCATED IN THE CITY OF

WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY SECTION 25.04.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the Official Oil and Gas Well District Map pursuant to Section 25.04.020 of the Code of the City of Wichita, Kansas, as amended, is changed as follows:

Case No. DR2005-00019

Request for Proposed Amendment to the Official Oil and Gas Well Map pursuant to Chapter 25.04 Oil and Gas Wells on property shown on Exhibit "A" and described as:

The East 330 feet of the South 660 feet of the Southwest Quarter of the Northeast Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except the South 50 feet for road,

AND

Lots 1-5 and Reserve "A" of Hentzen Addition, Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above changes shall be entered and shown on the "Official Oil and Gas Well District Map" previously adopted by reference, and said official map is hereby reincorporated as a part of the Code of the City of Wichita, Kansas, as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carlos Mayans - Mayor
ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 46

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0821

TO: Mayor and City Council

SUBJECT: V-1769 Public Hearing to vacate a portion of a platted utility easement, generally located southwest of the Maple Street and Ridge Road intersection.
(District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve.

Background: V-1769 is a request to vacate a 20-foot wide platted utility easement that is located along the common lot lines of Lots 2, 3 and 4, Block B, Ridge Plaza 8th Addition. The utility easement runs along three lots that are held under common ownership and inhibit the building configurations available to the property owner. The MAPC and its Subdivision Committee considered this case and recommended approval, subject to the following conditions: the applicant is to submit proof of ownership of the three lots on which the easement is located; any cost to relocate utilities caused by the vacation are the applicant's responsibility; submission of substitute utility easements; and submission of a covenant tying all of the lots together into one building site. Once approved by the MAPC and prior to sending the request to the governing body for final action, the applicant is to advise that the conditions of approval have been completed, and advise staff that all conditions have been met.

This application was filed in 1992 (approved by Subdivision May 28, 1992 and the MAPC June 4, 1992), and it is only in the last several months that staff has been advised that all conditions have been met. Staff has verified that all conditions have been met and presents the case for final disposition. At the time this case was initially filed, the City Council was required by state law to hold a public hearing. Therefore, the Council needs to provide an opportunity for public comment

Analysis: On December 30, 1998, the public hearing forum was changed from the Wichita City Council (WCC) to the Metropolitan Area Planning Commission (MAPC). Because this case was filed before 1998, the public hearing needs to be held by the City Council for approval. The current public hearing notice has been published 20 days prior to today's September 13, 2005, WCC meeting. V-1769's case file and the MAPC minutes show no protest being registered against the vacation case.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order and the Restrictive Covenant will be recorded with the Register of Deeds

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission to approve the Vacation Order and authorize the necessary signatures.

Agenda Item No. 47

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0822

TO: Mayor and City Council

SUBJECT: DR2005-00019 – Request to amend the Official Oil and Gas Well District Map
(District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approved 10-0-1.

MAPD Staff Recommendations: Approved.

DAB Recommendations: Not applicable.

Background: DR81-17 established the Official Oil and Gas Well District Map (approved April 4, 1982 by MAPC and May 8, 1982 by the Board of City Commissioners). According to MAPC minutes, little drilling activity had taken place in Wichita since the 1950s until a request surfaced in the early 1980s and an ad hoc committee evaluated proper procedures for drilling in the city. MAPC felt oil drilling was incompatible with residential and light commercial uses; industrial zoning seemed to be the main criterion for being designated for allowing drilling of oil and gas wells.

The Official Oil and Gas Well District Map has not been updated since 1982. A few inquiries have surfaced, but none has progressed to the point of seeking a Conditional Use for oil and gas drilling until the case (CON2005-00023) heard at MAPC on July 14, 2005. The subject tract of CON2005-00023 is surrounded by land already included within the drilling district boundaries except to the north, but was not included in the 1982 map since the property was unincorporated at the time. It has been an area of drilling in the past. Four producing wells and three dry holes are shown north of K-96 and west of the Pearson tract on the map produced by KBP (Kansas Blueprint, well information dated January 8, 2001). The CON2005-00023 site could be considered an infill of an existing area designated as appropriate for drilling.

A comprehensive review of the 1982 Official Oil and Gas Well District Map would identify the following types of potential changes:

1. More land zoned "LI" Limited Industrial and "GI" General Industrial have been added to the City of Wichita through annexation and rezoning. These areas may be appropriate for inclusion within the Official Oil and Gas Well District Map.
2. Some land previously included has been rezoned to residential or lower intensity commercial districts not intended for drilling activity. A good example is the land in Willowbend that is now zoned "SF-5" Single-family Residential and developed with single-family residences and a golf course. This was property zoned "LI" at the time of the adoption of the Official Oil and Gas Well District Map in 1982.

A comprehensive evaluation of these changes and the appropriateness for altering the map would be a possible future activity for the Advance Plans Committee of MAPC. This particular amendment focused on the appropriateness of the request forwarded by the applicant for CON2005-00023 as well as another nearby property owner. Additional tracts in the vicinity were not included since those property owners had not sought designation. Staff felt inclusion of the other potential areas should await comprehensive evaluation that included all affected property owners in the discussion.

Analysis: At the MAPC meeting held August 11, 2005, MAPC voted (10-0-1) to approve subject to staff recommendation. The property owners for the areas proposed for inclusion in the map were present at the meeting.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: Adopt the ordinance amending the Official Oil and Gas Well District Map as recommended by the Metropolitan Area Planning Department.

(150004) Published in The Wichita Eagle on _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING CERTAIN AMENDMENTS TO THE OFFICIAL OIL AND GAS WELL DISTRICT MAP OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY SECTION 25.04.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the Official Oil and Gas Well District Map pursuant to Section 25.04.020 of the Code of the City of Wichita, Kansas, as amended, is changed as follows:

Case No. DR2005-00019

Request for Proposed Amendment to the Official Oil and Gas Well Map pursuant to Chapter 25.04 Oil and Gas Wells on property shown on Exhibit "A" and described as:

The East 330 feet of the South 660 feet of the Southwest Quarter of the Northeast Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except the South 50 feet for road,

AND

Lots 1-5 and Reserve "A" of Hentzen Addition, Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above changes shall be entered and shown on the "Official Oil and Gas Well District Map" previously adopted by reference, and said official map is hereby reincorporated as a part of the Code of the City of Wichita, Kansas, as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carlos Mayans - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 48

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0823

TO: Mayor and City Council

SUBJECT: ZON2005-00031 – Zone change from “LI” Limited Industrial to “CBD” Central Business District. Generally located east of Commerce, south of Waterman 410, 414, 420-424, and 524 South Commerce. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approved, vote (10-0).

MAPD Staff Recommendations: Approve.

DAB Recommendations: Not applicable.

Background: The applicants request a zone change from “LI” Limited Industrial to “CBD” Central Business District on four properties located east of Commerce, between Waterman and Kellogg. Each of the applicants wish to continue existing businesses within their buildings, and also to develop residential uses. Residential use is not permitted in the LI district, but is permitted in the CBD district.

This portion of South Commerce contains warehouse buildings dating back to the 1890s and has more recently been developed as an art gallery district. The surrounding area is generally zoned LI between St Francis and the railroad tracks. The surrounding land uses include parking, warehousing, retail, office and residential uses. East of these properties is the BNSF Railroad tracks.

The CBD zone allows most uses permitted in LI, but has no setback or parking requirements and permits residences.

Analysis: The Metropolitan Area Planning Commission (MAPC) recommended approval. No neighboring property owners were present to speak about the case, and no protests have been received.

Financial Considerations: None.

Legal Considerations: None.

Recommendation/Actions: It is recommended that the City Council

1. Concur with the findings of the MAPC approving the zone change, and approve the first reading of the ordinance establishing the zone change, or;
2. Return the application to MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the members of the governing body on the first hearing.)

(150004) Published in The Wichita Eagle on _____
ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2005-00031

Request for Zone change from "LI" Limited Industrial to "CBD" Central Business District, on property described as:

Lots 86 and 88, and the North 5 feet of Lot 90, EXCEPT the West 10 feet thereof taken for street, Fifth Avenue now Santa Fe Avenue, N. A. English's 3rd Addition to the City of Wichita, Sedgwick County, Kansas, except that part described as follows: Beginning at a point on the South line of Lot 84, Fifth now Santa Fe Avenue, Fifth now Santa Fe Avenue, N. A. English's

3rd Addition to the City of Wichita, Sedgwick County, Kansas, which point is 23.08 feet East of the center line of Commerce Street in Wichita, Kansas, thence South 0.96 feet; thence East parallel to the South line of said Lot 84 a distance of 5.1 feet; thence North 0.96 feet to the South line of said Lot 84; thence West along the South line of said Lot 84 to the point of beginning.

Lot 90, except the North 5 feet thereof, and except the West 10 feet thereof for street; together with the North 7.5 feet of Lot 92, except the West 10 feet thereof for street, on Fifth, now Santa Fe Avenue, N. A. English's 3rd Addition to the City of Wichita, Sedgwick County, Kansas, together with the West Half of vacated Santa Fe Avenue adjoining on the East.

Lot 98 except the North 6.14 feet and the North 10.1 feet of Lot 100 except the West 10 feet thereof for street and the West 40 feet vacated street adjacent on the East, on Fifth, now Santa Fe Avenue, N. A. English's 3rd Addition to Wichita, Sedgwick County, Kansas.

Lots 104, 106 and 108, on Fifth Avenue, now Santa Fe Avenue, N. A. English's 3rd Addition to the City of Wichita, Sedgwick County, Kansas.

Lots 13 and 14, Fletcher's 2nd Addition to Wichita, Sedgwick County, Kansas. Generally located east of South Commerce, south of Waterman (410, 414, 420-424, and 524 South Commerce).

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carlos Mayans - Mayor
ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 49

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0824

TO: Mayor and City Council Members

SUBJECT: SUB 2005-47: Plat of Wichita Concrete Pipe Addition, Located West of
Broadway and on the South Side of 37th Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This unplatted site, consisting of one lot on 11.83 acres, is located within Wichita's city limits. A zone change (ZON 2005-15) from SF-5, Single-Family Residential District to LI, Limited Commercial District, was approved for this site subject to platting. A Protective Overlay (PO #156) was approved for this site, and a Protective Overlay Certificate was submitted addressing uses, outside storage, screening, signage, paving and architectural design.

Analysis: Municipal services are available to serve this site. In accordance with the Protective Overlay, a No-Protest Agreement was submitted for the future paving of 35th Street North. A Restrictive Covenant was submitted to provide ownership and maintenance of the reserves being platted for drainage purposes.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days. Publication of the Ordinance should be withheld until the plat has been recorded with the Register of Deeds.

Legal Considerations: The Protective Overlay Certificate, No-Protest Agreement and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and approve first reading of the Ordinance.

Agenda Item No. 50

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0825

TO: Mayor and City Council Members

SUBJECT: SUB 2005-53 -- Plat of Landfill Management Addition, Located on the South Side of MacArthur Road and East of the Kansas Turnpike. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on 5.9 acres, is located within Wichita's city limits. This site is zoned GI, General Industrial District.

Analysis: Municipal services are available to serve the site. A Cross-lot Access Agreement has been submitted that permits future cross-lot access with the abutting property owner to the east. A Cross-lot Drainage Agreement has also been submitted.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within thirty (30) days.

Legal Considerations: The Cross-lot Access and Drainage Agreements will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Agenda Item No. 51

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0826

TO: Mayor and City Council Members

SUBJECT: SUB 2005-76: Plat of Newmarket Square Phase II Addition,
Located North of 21st Street North and on the West Side of Maize
Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of three lots on 8.6 acres, is a replat of Lot 1, Block 1, Newmarket Square Addition. A Protective Overlay (PO #36) was approved this site, and a Protective Overlay Certificate was submitted addressing uses, screening, signage, building height and architectural design.

Analysis: Municipal services are available to serve this site. A Cross-lot Access Agreement was submitted permitting cross-lot access through Lot 1 for the benefit of Lots 2 and 3.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Protective Overlay Certificate and Cross-lot Access and Easement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Agenda Item No. 52

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0827

TO: Mayor and City Council Members

SUBJECT: DED 2005-23 -- Partial Dedication of Access Control and DED 2005-24 -
- Dedication of Street Right-of-Way for Property Located on the
Northwest Corner of Central and Gilda. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Allow the City to steal this land and the dedicated right-of-way that goes with it and the access control at the corner of Central and Gilda. (8-4)

Background: On June 7, 2005, a zone change request (ZON 2005-13), from SF-5, Single-family Residential District to LC, Light Commercial District was approved subject to additional dedications. These dedications have been provided and are being submitted for City Council's approval. The dedications are for access control, except for one opening, and ten feet of additional street right-of-way along Central.

The four negative votes by the Planning Commissioners reflect opposition to the City obtaining right-of-way as a condition of approval of a zoning request or some other land use action.

Analysis: The Dedications have been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedications will be recorded with the Register of Deeds. Staff has reviewed the concerns regarding dedications with legal staff. Planning staff is advised that under current law, the City is operating within accepted practice to obtain dedications as a condition of granting zoning or some other land use action, provided it can be shown that the dedication has connection to the request and that the amount of dedication is proportional to the requested land use action.

Recommendations/Actions: It is recommended that the City Council accept the Dedications and approve first reading of the zoning Ordinance.

Agenda Item No. 53

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0828

TO: Mayor and City Council Members

SUBJECT: DED 2005-25 -- Dedication of Access Control and DED 2005-26 --
Dedication of Street Right-of-Way for Property Located South of Central
and West of Tracy. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedications. (12-0)

Background: These dedications are for complete access control and ten feet of additional street right-of-way along Central; they are associated with a zoning case (ZON 2004-53).

Analysis: The Dedications have been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedications will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications.

Agenda Item No. 54

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0829

TO: Mayor and City Council

SUBJECT: VAC2005-00011 Request to vacate platted access control, generally located north of Harry Street and east of Meridian Avenue.
(District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicant has applied for the vacation of the complete access control to allow one drive onto Saint Clair Avenue from Lot 2, Block A, the Santa Fe Orient Industrial District 3rd Addition. Saint Clair Avenue is a paved residential street. There are single-family residences across Saint Clair Avenue, west of the subject site. The applicant has requested the additional access for an employee and customer parking lot. The site currently has access onto Harry Street, a two-lane arterial, via Harry Court, a cul-de-sac that is southeast of the site. There is a water line located in the Saint Clair Avenue right-of-way. The applicant has provided Staff with a site plan. The Santa Fe Orient Industrial District 3rd Addition was recorded with the Register of Deeds on December 27, 1978.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds. The applicant has filed a Restrictive Covenant with the Register of Deeds that prohibits industrial vehicles access onto Saint Clair Avenue from the site and the proposed parking lot.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 55

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0830

TO: Mayor and City Council

SUBJECT: VAC2005-00021 Request to vacate platted alley right-of-way, generally located north of Douglas Avenue between Seneca Street and Sycamore Street.
(District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicants are requesting consideration to vacate the 15-foot wide (x) 125-foot long portion of a north-south platted alley that runs between Lots 69 & 71, all in the West Wichita Addition. For this alley, the northern boundary is an east-west alley and the southern boundary is Douglas Avenue. The site is within the Delano Overlay District and within a Historical Environs and will need to comply with the applicable development standards for building within the vacated portion of the alley. Both abutting property owners have signed the petition and application to vacate. The West Wichita Addition was recorded with the Register of Deeds on August 4, 1872.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: The applicant has provided a letter of credit providing for closure of the alley returns and continuation of curbing and sidewalk along its intersection of Douglas Avenue.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 56

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0831

TO: Mayor and City Council

SUBJECT: VAC2005-00023 Request to vacate a utility easement dedicated by separate instrument, generally located west of Greenwich Road and north of State Highway K-96.
(District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve

MAPC Recommendation: Approve (Unanimously)

Background: The applicant is requesting consideration for the vacation of a 20-foot utility easement dedicated by separate instrument (Film 2143, Page 1411). There is a sewer line and manhole in the easement the applicant wants to vacate. The applicant has provided the Water & Sewer Department with documentation that has established the sewer line and manhole as private. There are no water lines in the easement. There are no other utilities located in the easement. The Regency Park Addition was recorded with the Register of Deeds on February 29, 2000.

Analysis: The MAPC voted (9-0-1) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order and Restrictive Covenant binding and tying Lot 6, Block 1 Regency Park 3rd Addition and a portion of Lot 6, Block 1, Regency Park Addition will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 57

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0832

TO: Mayor and City Council Members

SUBJECT: A05-13R Request by Mark Chappelle, of Development Partnership, to annex land generally located south of Pawnee Street between 135th and 119th Street. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 75.85 acres of land generally located south of Pawnee Street between 135th and 119th Street. The annexation area abuts the City of Wichita to the east. In addition, a plat is currently being requested for this proposed annexation area. The property owner proposes to develop approximately 170 "SF-5" Single-Family Residential units. Several isolated road segments are also included with this annexation request.

Analysis:

Land Use and Zoning: The proposed annexation consists of 75.85 acres of property currently zoned "SF-20" Single-Family Residential. Upon annexation, the property will convert to "SF-5" Single-Family Residential.

Property to the north, west and south of the subject property is zoned “SF-20” Single-Family Residential, while property to the east is zoned “SF-20” and “SF-5.”

Public Services: There is an existing 8" water line crossing 119th St W. along Grant Street just north of Pawnee, as well as, an existing 16" water main along Pawnee ending near Milstead. However, there is a project in the design phase to extend water between these two points, through the intersection of Pawnee and 119th W. Water for the subject site could be petitioned from that intersection. According to the City’s current master plan, the subject site is to receive sewer service via the proposed Mid-Continent Interceptor that would be close to, or south of, the south line of the subject site and discharge near Tyler and Yosemite.

Street System: The subject property borders Pawnee Street to the north, which is a paved, two-lane arterial road. The City of Wichita Capital Improvement Program (CIP) 2004-2013 and the 2004 Transportation Improvement Program has scheduled Pawnee to be widened and reconstructed, from 119th Street West to Maize. In addition, according to the City of Wichita Capital Improvement Program 2004-2013, 119th Street West is scheduled for improvements, from Pawnee to Maple Street. These improvements for both Pawnee and 119th Street West are located approximately 1/2 mile northeast of the subject property. The Sedgwick County Capital Improvement Program 2005-2009 does not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a seven (7) to eight (8) minute approximate response time from City Station No. 17 located at 10651 W. Maple. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: The Pawnee Prairie Park, a 625-acre park, is located approximately 2 miles to the east of the proposed annexation site. Amenities at the park include a five-mile bridle trail, an eight-mile nature trail, a municipal golf course, a nature center, and parking areas that accommodate horse trailers. Several horse stalls are also available. In addition, Air Capital Memorial Park, a ten-acre park, is adjoining Pawnee Prairie Park to the north. Meadow Park, a 51-acre park, and the Auburn Hills Golf Course, a 158-acres, 18-hole championship golf course is located approximately 2 miles north of the subject property. According to the 1996 Parks and Open Space Master Plan, a pathway has been proposed that would run along the north boundary of the subject property.

School District: The annexation property is part of the Unified School District 265 (Goddard School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Service Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$16,590 with a total assessed value of \$4,977. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$156 in City annual

tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property, and the current mill levy. At this time, the property owner is anticipating that approximately 170 single-family housing units will be developed within the next five years. The total appraised value of this residential development after completion is estimated at \$21,250,000. Assuming the current City levy remains about the same, this would roughly yield \$76,748 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.

Agenda Item No. 58

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0833

TO: Wichita Housing Authority Board Members

SUBJECT: Amendment to the Admissions and Continued Occupancy Policy (ACOP)

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority

Recommendation: Approve the amendment.

Background: The U.S. Department of Housing and Urban Development (HUD) has established a priority to assist existing public housing and voucher program participants who have been affected by Hurricane Katrina. Public Housing Authorities may specify a preference for providing housing to disaster-affected families. In order to do so, the Housing Authority's Admissions and Continued Occupancy Policy (ACOP) must include this preference.

Analysis: The Wichita Housing Authority has an ACOP which identifies displaced persons as a service group but does not specify a preference for housing such persons. Because HUD has determined that preferences may be given for persons whose dwellings have been extensively damaged or destroyed as a result of a disaster, the ACOP has been amended to specify that such displaced persons will be given preference over other waiting list palcemholdres, in making housing placements. The proposed revision is attached.

Financial Considerations: There is no cost associated with the approval of this amendment.

Legal Considerations: The Housing Authority may amend the ACOP without public comment period when the amendment is not considered “significant”. This modification is not considered “significant” and the amendment is therefore presented for Consent approval without a formal public comment period.

Recommendation/Action: It is recommended that the Housing Authority Board review and approve the Admissions and Continued Occupancy Policy revision for the administration of the Public Housing Program, adopt the resolution and provide the necessary signatures.

V. TENANT SELECTION POLICIES

A. Public Housing will place applicants based on a broad range of income for the following purposes:

1. To avoid concentration of the most economically and socially deprived families in any one or all the Public Housing projects and
2. To attain a tenant body in each project composed of families with a broad range of income and rent-paying ability, which is generally representative of the range of incomes of lower and very low-income families in Public Housing, as set forth in Section II. B. of this policy. However, not less than 40 percent shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30 percent of the area median income.

B. Public Housing will select applicants for low to moderate-income Public Housing in the order of Preliminary Application date, and time, and preference.

C. Preferences in the Selection of Tenants – A preference will be granted to a displaced household by governmental action, or a household whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws, as well as the conversion, sale or closing of an applicant’s building. Applicants on the waiting list, who have been granted a preference, will be housed first in the appropriate bedroom size. When all preferenced applicants have been housed in the appropriate bedroom size, the application date and time shall be used for remaining applicants on the waiting list.

D. In the event that it is determined that Public Housing, through the normal tenant selection process, is unable to achieve an acceptable income mixture in its developments, the offering process may include skipping families on the waiting list specifically to target families with lower or higher incomes. This policy of skipping, if implemented, will be uniformly applied. For the purposes of this income targeting policy, income levels will be determined by methods pursuant to the Final Rule to Deconcentrate Poverty and Promote Integration in Public published in the Federal Register/Vol. 65, No. 247/December 22, 2000 and updates.

E. Public Housing may allow a police officer who is not otherwise eligible for residency in public housing to reside in a public housing dwelling unit. The number of police officers

admitted shall not exceed more than one officer for each public housing concentration. The admission of a police officer shall only be permitted for the purpose of increasing security for the residents of a public housing project.

A police officer is defined as a person who is a full-time Federal, Kansas, Sedgwick County or City of Wichita licensed professional law enforcement officer. Police officers who occupy a Public Housing dwelling shall pay monthly rent in the amount not to exceed one half (1/2) of the appropriate flat rent scheduled for the relative bedroom size.

VI. REEXAMINATION AND ELIGIBILITY FOR CONTINUED OCCUPANCY

Reexaminations – The income of all families in occupancy shall be reexamined at least annually and upon determination of anticipated annual income as defined in this policy for the ensuing year, the Total Tenant Payment (TTP) shall be adjusted

Agenda Item No. 59

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0834

TO: Wichita Airport Authority

SUBJECT: Remote Parking Lot – Change Order
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On March 16, 2004 the Wichita Airport Authority approved a project to provide for a Remote Parking Lot. The lot has been up and running now for about ten months.

Analysis: A final change order has been prepared to adjust for final quantities.

Financial Considerations: The cost of the change order is (\$6,325.37). This change results in a decrease from the original contract amount.

Legal Considerations: The Law Department has approved the change order.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Agenda Item No. #60

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0835

TO: Wichita Airport Authority

SUBJECT: Security Gates and Parking Lot Improvements
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On August 10, 2004 the Wichita Airport Authority approved a project for security gate and parking lot improvements. The major elements of work include the elimination of several pedestrian and vehicle gates in the security fence, improvements to the driveway entrances into two security gates for better emergency access, elimination of vehicle parking close to the security fence, and the addition and expansion of parking and drainage adjacent to the security gate entrances.

Analysis: A final change order has been prepared to adjust for actual quantities and the contract time.

Financial Considerations: The cost of the change order is \$7,965.50. Funds are available in the approved budget.

Legal Considerations: The Law Department has approved the change order.

Recommendations/Actions: It is recommended that Wichita Airport Authority approve change order and authorize the necessary signatures..

Agenda Item No. 61

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0836

TO: Wichita Airport Authority

SUBJECT: Agreement – U. S. Dept. of Agriculture

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: In 2000, the WAA entered into an agreement with the U. S. Department of Agriculture/Wildlife Services to provide funding for one specialist to assist the WAA with its wildlife management program at Wichita Mid-Continent and Jbara Airports. This agreement has been renewed annually for the past years.

Analysis: The U. S. Department of Agriculture/Wildlife Services has prepared a cooperative services agreement to collect and monitor biological assessment data and provide continuous wildlife management oversight. Wildlife management at airports is mandated by the FAA.

Financial Considerations: The cost for services provided is \$44,545 for the period October 1, 2005 through September 30, 2006. This amount reflects an increase of \$1,444 above the 2004/2005 contract amount for these services. One specialist, based on the airport, will be assigned to the project for approximately 32 hours per week. Work hours will vary to most appropriately interact with wildlife management issues. Funds are included in the operating budget.

Legal Considerations: The Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Agenda Item No. 62

City of Wichita
City Council Meeting
September 13, 2005

Agenda Report No. 05-0837

TO: Wichita Airport Authority

SUBJECT: Multi-Business Service Corporation d/b/a Minute-Buy Minute – S. A. No. 1

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: The WAA currently has an agreement with Multi-Business Service Corporation to provide massage therapy through a licensed message therapist located in the terminal building.

Analysis: While the service was innovative in 1998, this service has never really been used by the public. As a result of suggestions to the Contractor by Airport staff, it was concluded that the traveling public would be better served by the installation of eight massage chairs located throughout the terminal building, instead of the other service. Services of the massage therapist have been discontinued. It is expected that the passengers will enjoy this new concept.

Financial Considerations: The WAA receives 10% of gross revenue for the services of the massage therapist. For the past 12-month period, this yielded \$356.70 to the WAA. The arrangement for the massage chairs requires the same percentage of gross revenue; however, it is anticipated that the chairs will generate significantly more revenue.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement and authorize the necessary signatures.

Agenda Item No. 63

Wichita Airport Authority
City Council Meeting
September 13, 2005

Agenda Report No. 05-0838

TO: Wichita Airport Authority

SUBJECT: Southwest Area Site Development
Colonel James Jabara Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the contract.

Background: Colonel James Jabara Airport has room for growth, and efforts are being made to prepare new infrastructure to accommodate and attract new tenants. A contract has been prepared to address utility and road extensions in the southwest area next to Webb Road.

Analysis: The Staff Screening and Selection Committed interviewed four firms and selected Professional Engineering Consultants for engineering services.

Financial Considerations: The contract with Professional Engineering Consultants for design and bid phase services is \$43,200. Funds are available within the approved capital project budget.

Legal Considerations: The Law Department has approved the contract.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve contract and authorize the necessary signatures.

Agenda Item No. 64

CITY OF WICHITA
City Council Meeting

September 13, 2005

Agenda Report No. 05-0839

TO: Mayor and City Council Members

SUBJECT: Contract for Outside Legal Services -- Delta Airlines Complaint With
FAA Re: Airtran Airlines

INITIATED BY: Law Department

AGENDA: Airport (Consent)

Recommendation: Approve amendment to existing contract with outside counsel to increase maximum payment for fees and expenses.

Background: In December 2004 the City Manager retained the law firm of Palmer & Dodge to represent the interests of the Wichita Airport Authority in connection with a complaint filed with the Federal Aviation Administration by Delta Airlines challenging the relationship between the City of Wichita and Airtran Airlines entered into in May 2004. This agreement was for an amount not to exceed \$24,000. The firm has provided representation since that time and the matter remains pending with the FAA. There is additional legal work necessary to fully protect the interests of the Wichita Airport Authority that will substantially exceed the limits of the existing contract.

Analysis: In order to continue to represent the Wichita Airport Authority adequately in this matter the maximum amount that can be expended for fees and expenses under the existing contract needs to be increased to \$75,000.

Financial Considerations: The fees and expenses for the City's defense of this lawsuit will be paid by the Wichita Airport Authority.

Legal Considerations: The Law Department has approved the amendment to the original contract for legal services as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the amendment to increase the maximum amount of fees and expenses that may be expended under the agreement with Palmer & Dodge to \$75,000; increase the budget and authorize the necessary signatures.